

Re: TTI, Inc. Supplier Code of Conduct ("Code")

To Our Valued Suppliers:

In 1971, Paul Andrews had a vision to start a business helping buyers find parts. That vision evolved into a journey that made TTI, Inc. the company it is today - a company built on quality products, loyal customers, and great employees, earning TTI the reputation that it has today.

During the early years, TTI met and overcame many challenges. No matter what challenges we faced, the focus was to earn customer, employee, and supplier trust by doing what is right and by avoiding doing what is wrong.

In the spirit of continuing this tradition, this Code is being provided as a guide from TTI, Inc. and the Family of Specialists: Mouser Electronics, Sager Electronics, and eXponential Technology Group (RFMW, Symmetry Electronics, Connected Development, Changnam, Paragon Innovations, BGM Electronic Services and Braemac) (together "TTI"). The future of our products, people, and reputation depends on understanding the difference and acting accordingly.

This Code applies to all TTI and TTI Family of Specialists suppliers as a total supply chain initiative. We view our suppliers as partners and ask them to align with our core values and help maintain the standards set forth in this Code. TTI encourages our suppliers to require the same standards of conduct from their suppliers.

Please review this Code and reply with signed acknowledgment to ESG@ttiinc.com by March 31, 2024.

With thanks,



John Archer
SVP, Chief Administrative Officer

SUPPLIER CODE OF CONDUCT AND ETHICS

This Supplier Code of Conduct and Ethics

This Supplier Code of Conduct and Ethics (“Code”) applies to all businesses (“Supplier(s)” or “you”) that provide products or services to TTI, Inc. and TTI, Inc.’s subsidiaries, divisions, or controlled affiliates (“TTI” or “we” or “us”). TTI requires Suppliers to acknowledge this Code as a condition of doing business. Suppliers must comply with the laws, rules, regulations, and TTI policies of the countries and locations in which they operate. Suppliers are expected to be familiar with the business practices of their suppliers and subcontractors, and hold them accountable for adhering to all the principles and requirements of this Code.

I. Compliance with Laws

Suppliers shall comply with all applicable laws and regulations. The applicable laws and regulations include all laws and regulations of any country in which your company does business. Although your workers are not expected to know all the details of these laws, it is important to know enough about the applicable local, state, and national laws to determine when to seek advice from management.

The term "applicable laws" means all provisions of any and all statutes, laws, instruments, rules, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, awards, judgments, permits, licenses, consents, exemptions, registrations, and filings of or from or required by any federal, national, state, provincial, or local governmental or non-governmental authority, agency, undertaking, or body (whether present or future and in any territory) which has any jurisdiction in respect of or relevance to the applicable party (or its affiliates) and its business, or the relevant provisions of this Code.

Where any applicable local, state, or national law requires a different standard than the standards set forth in this Code, your company shall comply with the applicable law in the jurisdiction in which it is doing business. Where local laws and regulations are less restrictive than this Code, your company’s actions shall be guided by the principles based on this Code. Where there is a direct conflict between mandatory local law and the principles contained in this Code, local law shall prevail.

Suppliers are expected to actively monitor pertinent legislation and ensure compliance with new laws, particularly those concerning human rights, environmental protection, anti-slavery measures, and sanctions. It is imperative that Suppliers remain vigilant in staying abreast of evolving legal requirements and promptly adapt their practices to align with any new regulations or standards that may impact their operations. By proactively adhering to these laws, Suppliers demonstrate their commitment to upholding ethical standards and contribute to the promotion of sustainable and socially responsible business practices.

The Code is not exhaustive; Suppliers should maintain policies and procedures reasonably designed to ensure compliance. Suppliers should conduct their own risk assessments and use their own discretion to ensure compliance with unaddressed topics.

a) Anti-Bribery and Anti-Corruption

Suppliers shall have a policy that prohibits all forms of bribery, corruption, extortion, embezzlement (covering, promising, offering, giving, or accepting any bribes), and facilitation payments either directly or indirectly through a third party, to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

Suppliers shall implement monitoring and enforcement procedures to ensure compliance with anti-corruption laws.

b) Sanctions

Suppliers shall not provide, receive, or use any services, goods, products, staff, or resources in or for the benefit of any country or region under sanctions imposed by applicable sanctioning authorities, including but not limited to the United Nations, United States, European Union, and/or United Kingdom. This includes not engaging with governments or individuals from restricted areas, or persons whose assets have been blocked by sanctioning authorities. Suppliers must also refrain from any activities that would violate the economic sanctions of any sanctioning authority. If Suppliers become subject to any action by a sanctioning authority that prevents continued business with TTI, they must promptly inform TTI in writing and cease all relevant activities.

c) Excluded Jurisdictions

Suppliers shall not provide to, receive from, or use any services, goods, products, staff, or other resources that pass through: (i) anyone engaged in activities relating to nuclear, chemical, or biological weapons proliferation, terrorism, corruption, undermining of democratic rights and government, money laundering, tax evasion or human rights violations, or other similarly egregious activities; or (ii) Cuba, Iran, North Korea, Syria, Venezuela, Russia, Belarus, and the Crimea Luhansk and Donetsk Regions of Ukraine (each, an "Excluded Jurisdiction"). Suppliers shall not make payments to, or conduct any activity in connection with, or for the benefit of, an Excluded Jurisdiction. Maybe move this section up.

d) Anti-Money Laundering

TTI has a zero-tolerance policy that prohibits money laundering and terrorist financing. Suppliers shall: (i) not knowingly engage or attempt to engage in unlawful activity, or facilitate or engage in the financial proceeds derived from such activity; (ii) where applicable, perform related due diligence, and report to TTI any matter suspected to be related to money laundering or terrorist financing that could impact TTI and the services provided by Supplier; and (iii) not have dealings with individuals and entities appearing on any designated terrorist lists, as published by a competent authority and/or government.

e) Import and Export Compliance

Suppliers must ensure that their business practices are in accordance with all applicable laws, directives, and regulations governing the import and export of parts, components, technical data, and services.

Suppliers must ensure that their business practices are in compliance with applicable export control laws and regulations, including but not limited to those of the United States, European Union, and/or United Kingdom, and any other applicable regulations, including compliance with sanctions and embargoes legislations. Suppliers shall provide truthful and accurate export control classification and information, and obtain export control licenses or authorizations when required, and must communicate any declarations where necessary.

f) Intellectual Property

Suppliers are required to adhere to all applicable laws concerning intellectual property rights, including safeguards against disclosure.

The term “intellectual property” encompasses all tangible and intangible rights throughout the universe, including but not limited to copyrights, moral rights, trademarks, patents, trade secrets, proprietary information, industrial property rights, domain names, and any other intellectual or industrial property rights. This definition encompasses rights arising from law, contract, license, or other means, as well as any associated registrations, applications, renewals, extensions, continuations, divisions, or reissues.

If TTI and Supplier have mutually agreed on different terms regarding intellectual property in a written contract, such as a non-disclosure agreement, the provisions of that contract control.

II. Human Rights and Labor Practices

Suppliers shall uphold worker human rights and have a process in place to ensure respect for human rights.

a) Freely Chosen Employment

Employment must be voluntary, and it must be possible for the worker to end the employment relationship.

Suppliers shall not engage in human trafficking, use forced, involuntary, or slave labor, or purchase materials or services from companies engaging in such trafficking or using such labor. Suppliers must be able to certify that the materials included in their products comply with the slavery and human trafficking laws of the country or countries in which they do business.

b) Child Labor

Suppliers shall not employ any child who cannot prove that he or she has reached the minimum working age and shall require the submission of proof of age.

The term “child” refers to any person under the minimum working age defined by the law of the country in which the work is performed, and/or the age of 15 as defined as the minimum working age by the International Labour Organization (“ILO”), whichever is higher.

All workers under the age of 18 must be protected from performing work that is likely to be hazardous or that may be harmful to their health, physical, mental, social, spiritual, or moral

development. Suppliers shall not hire workers for dangerous work who cannot prove that they are at least 18 years old.

c) Migrant Workers

Suppliers must ensure that migrant workers are employed in full compliance with the immigration and labor laws of the host country. Suppliers are expected to provide equal opportunities and rights for all workers including the rights to freedom of association and collective bargaining.

The term “migrant worker” refers to a person who is to be engaged, is engaged or has been engaged in a remunerated activity in a country of which he or she is not a national.

d) Indigenous Peoples

Suppliers should recognize and respect the principle of non-discrimination and the rights of individuals belonging to a vulnerable indigenous group when carrying out decisions and activities. The term “vulnerable indigenous group” refers to an indigenous group that has experienced systemic discrimination, including colonization, dispossession from their lands, separate status from other citizens, and violations of human rights.

e) No Discrimination or Harassment

Suppliers must verify that all workers have the legal right to work in the relevant country and must ensure that all mandatory documents, such as work permits, are obtained. Suppliers must support diversity and equal opportunity in their workplaces and must prohibit discrimination based on race, color, gender, nationality, age, disability, union membership, maternity, sexual orientation, religion, marital status, or any other class or status protected by applicable law.

Suppliers must treat all workers with respect and dignity and may not subject workers to corporal punishment, or to physical, sexual, psychological, or verbal harassment or abuse. Suppliers may not impose monetary fines upon workers as a form of discipline. Moreover, Suppliers must maintain a workplace environment that allows workers to report concerns without fear of retaliation. To the extent permitted by applicable law, Suppliers must have a reporting process that allows workers to report their concerns anonymously.

f) Compensation and Working Hours

Suppliers must comply with applicable wage and hour labor laws and regulations prescribing worker compensation and working hours. Suppliers should conduct operations in ways that limit overtime to a level that ensures a humane and productive work environment in accordance with applicable law. In addition, Suppliers should compensate workers for overtime hours at or above the rate required by applicable law.

g) Freedom of Association

Suppliers must respect the right of workers to freely associate, and to join or not join trade unions and/or works councils, in accordance with applicable law and international conventions.

The right of workers to freedom of association and the right to bargain collectively, if permitted by law in the respective country, shall be guaranteed.

h) Deprivation of Land, Forests and Bodies of Water

Suppliers shall abide by the prohibition of unlawful eviction, and the prohibition of unlawful taking of land, forests, and waters which contribute to the livelihood of a human being, when acquiring, constructing, or otherwise using land, forests, and waters.

i) Use of Security Forces in Business Operations

Suppliers must establish a company policy that prevents them (or a security force) from use of force and use of weapons towards their workers, or people in the surrounding community, or any other possible misuse of their authority, while ensuring their proper management in situations where the use of force is unavoidable.

The term "security forces" means hired or contracted personnel that serve to protect the workers, facilities, assets, and operations of a company or organization.

III. Ethics

Suppliers should conduct business free from outside influences or personal biases and make business decisions based on the best interests of their business partners.

a) Conflict of Interest

Suppliers shall ensure that their business activities with TTI are free from conflicts of interest. Suppliers affirm that they do not possess any personal, commercial, or legal conflicts of interest, either directly or indirectly, related to the provision of services for TTI. Furthermore, they commit to promptly notifying TTI of any potential conflicts of interest, including those involving their employees or agents, particularly those pertaining to personal relationships with TTI's employees or business partners.

b) Audits

TTI (or its designee) shall have the right, at any time while doing business with Supplier, and for a period of five years thereafter, to audit, in person or otherwise: (i) Supplier's financial and other books, records, and documentation relating to its performance under this engagement, and (ii) such documents as may be sufficient to show Supplier's compliance program, including without limitation, its anti-corruption policies and procedures, its cash management practices, and other related policies.

IV. Health and Safety

Suppliers shall provide workers with safe and healthy work facilities and shall take affirmative steps to support accident prevention and minimize negative health and safety exposure. Such facilities shall be clean and safe, provide adequate emergency egress, adequate heat and ventilation, reasonable personal space, and reasonable entry and exit privileges.

V. The Environment

Suppliers shall aspire to conduct their business operations in harmony with minimizing their environmental footprint and saving natural resources. Therefore, Suppliers shall reduce, reuse, recover, and recycle where possible, and responsibly dispose of or recycle hazardous and non-hazardous waste.

It is obligatory to comply with all applicable environmental laws of the countries in which Suppliers operate, including, without limitation, laws related to air emissions, water discharges, toxic substances, and hazardous waste disposal in the conduct of their business operations.

Suppliers shall implement a systematic approach to track and responsibly manage energy consumption and improve energy efficiency in effort to reduce greenhouse gas emissions.

An Environmental, Health, and Safety (“EHS”) management audit system, such as ISO 14001 or ISO 45001, is strongly recommended for EHS compliance.

Suppliers are encouraged to practice conservation of national resources: Restoring and cultivating forests, grasslands, wetlands, and watersheds, land-use regulation, environmental reclamation, and ecological restoration.

VI. Product Compliance

Suppliers must obtain and maintain sufficient knowledge of materials and components utilized in their respective supply chains to ensure such materials and components were obtained from permissible sources in compliance with applicable laws and regulations.

Suppliers may be required to validate the origin of any and all materials and components.

Suppliers must be aware of applicable legal requirements in relation to “conflict minerals”. Suppliers shall ensure compliance with such laws. Additionally, Suppliers will use best efforts to avoid the use of conflict materials in their products.

The term “conflict minerals” means minerals (including tin, tantalum, tungsten, and gold), originating from conflict areas, where mining directly and indirectly finances armed groups that violate human rights.

Suppliers shall manufacture and ship products to TTI in accordance with all applicable laws and EHS requirements, and generally accepted industry standards and best practices.

Suppliers shall ensure that all products supplied comply with and conform to all applicable laws, quality, and EHS requirements.

The term "EHS requirements" means any laws, regulations, or requirements which have the force of law, relating to the protection of the environment and health and safety (including without limitation those in the United States, European Union, and/or United Kingdom), concerning or applicable to hazardous substances, waste, packaging, batteries, electrical equipment, emissions (including odor, smoke, sound, electromagnetism, and radio), energy efficiency or use, or rare or valuable resources, along with any conformity assessments or any declarations or technical documentation pursuant to the same.

Suppliers are required to respond to information requests on the source and origin of conflict minerals in the parts, components, or materials provided to TTI.

Suppliers should assess the product use and end-of-life impacts of the products provided to TTI.

VII. Privacy and Cyber Security

Suppliers shall commit to protecting the reasonable privacy expectations regarding the personal information of everyone they do business with, including suppliers, customers, consumers, and employees.

Suppliers shall protect personal information and confidential, trade secret, and proprietary information, regardless of ownership, from unauthorized access, transfer, destruction, use, modification, and disclosure, through appropriate physical and electronic security procedures.

Suppliers shall comply with applicable data privacy and security laws and regulatory requirements when personal information is collected, stored, processed, transferred, and shared.

Suppliers shall commit to protecting their information technology systems and operational technology systems to avoid unauthorized access to and disruption of such systems. Suppliers shall otherwise safeguard their assets to protect the interests of their customers, employees, and suppliers.

VIII. Whistleblowing

Suppliers shall have a reporting tool in place to facilitate the submission of reports regarding compliance violations by their stakeholders or by TTI workers. Suppliers shall not retaliate against workers who have made reports in good faith.

The following are examples of areas where potential violations could occur:

- Crimes or regulatory offenses
- Conflicts of interest
- Violations of
 - Human rights
 - Product safety and conformity laws
 - Environmental laws
 - Supply chain due diligence laws
 - Labor laws

- Public health regulations
- Consumer protection laws
- Privacy and personal data laws
- International trade laws
- Security of network and information systems
- The TTI Global Code of Conduct & Ethics

a) Berkshire Ethics Reporting

Berkshire Hathaway is the parent company of TTI. Therefore, one option for filing a report is the Berkshire Hathaway Ethics and Compliance Hotline. Reports can be made in any language, digitally or by phone. <https://www.BRK-HOTLINE.com>

b) The TTI Europe Whistleblower System

TTI Europe offers a reporting email inbox for reports of compliance violations caused by European TTI entities or their employees. Stakeholders have the option to submit their reports to whistleblowing@de.ttiinc.com.

For more details, please visit www.ttieurope.com/content/ttieurope/en/contact-us.html.

REVISION	CHANGE DESCRIPTION	APPROVED BY	APPROVAL DATE
Mar. 1, 2024	Addition of: Energy Consumption & greenhouse gas emissions expectations, environmental advocacy, Product compliance: use and end-of-life, Ethics section, Compliance with laws: added a-d, Required signature acknowledgement page. Removed additional whistleblowing options and explanation. Revisions throughout for clarity.	Andrea Palmer	Mar. 1, 2024
Feb. 1, 2023	Initial draft and release	John Archer	Feb. 1, 2023

Acknowledgement of Suppliers

The Code sets out minimum standards and expectations only. Supplier, as represented by the authorized signing person below, is required to comply with all laws applicable to it and any additional requirements set out in commercial terms with TTI.

The Code should be communicated and made available to Supplier's workers in their native language. Where appropriate, Supplier agrees to provide regular training to workers that includes all the minimum standards and requirements mandated by the Code. Supplier agrees to encourage its workers, its own suppliers, and subcontractors to speak up about anything that concerns them or is not in line with the principles set out in this Code, without fear of retaliation.

Appropriate supporting documentation must be retained to demonstrate compliance with the Code. TTI will be granted access to that documentation at any time with reasonable notice. TTI reserves the right to audit against compliance with the Code, and you must provide copies of your business codes, notices, supporting documents, policies, and procedures when requested. Supplier agrees to cooperate with TTI to enable TTI to access Supplier sites for audit purposes.

Supplier agrees to cascade the requirements set out in the Code to its suppliers and subcontractors, and incorporate the principles set out in the Code as part of routine sustainable business practices.

Supplier may be required to provide details of the actions taken to ensure slavery, human trafficking, and labor exploitation are not taking place in any part of Supplier's business or the businesses of its suppliers and subcontractors. Supplier agrees to notify TTI as soon as it becomes aware of any instance of potential slavery, human trafficking, or labor exploitation.

TTI reserves the right, in its contracts with Supplier, to terminate such contracts in the event of a material breach of the requirements set out in the Code.

If Supplier does not respond to or contradict this Code, TTI assumes that Supplier agrees to and complies with the requirements contained within.

Supplier Name: _____

Person Acknowledging on Behalf of Supplier: _____

Date: _____

Signature: _____

Please email the Code and signed acknowledgement to ESG@ttiinc.com.