STARTEAM GLOBAL CODE OF CONDUCT FOR BUSINESS PARTNERS

Version 3 | November 2026

Purpose

STARTEAM Global, comprising the STARTEAM group of companies and their respective affiliates (collectively, "STARTEAM Global", "we", "us" or "our"), is committed to being a high-quality, sustainable supplier that enables our customers' success. We achieve this by embedding due diligence into our processes and building a reliable network of business partners who share and support our values.

This STARTEAM Global Code of Conduct (the "Code") sets out our commitments and

elaborates on the guiding principles applicable to our global business partner network. It defines the minimum mandatory requirements that every STARTEAM Global's business partner must observe and fulfil, as well as our expectations regarding ethical and responsible business conduct.

As our business partner, you shall uphold the same standards of ethics and integrity that we apply to ourselves. Compliance with this Code constitutes a material obligation under your contractual relationship with the applicable STARTEAM Global entity. You shall also appropriately communicate and cascade the requirements of this Code to relevant downstream partners within your supply chain.

A. LABOR AND WORKING CONDITION

Our business partners shall uphold the human rights of workers, and treat them with dignity and respect in accordance with internationally recognized standards. This applies to all workers, including temporary, migrant, student, contract, direct employees, and any other type of worker. The internationally recognized standards referenced in this Code may also serve as useful source of additional guidance.

The labour standards are as follows:

1. Freely Chosen Employment, Prevention of Forced Labour and Modern Slavery

Our business partners shall ensure that no forced, bonded (including debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking in persons is used. There shall be no unreasonable restrictions on workers' freedom of movement within the workplace or on workers' entry into or exit from company-provided facilities. All work shall be voluntary, and workers shall be free to leave their employment at any time in accordance with applicable law.

2. Young Workers and Prohibition of Child Labour

Our business partners shall not employ child labour at any stage of their operations.

For the purposes of this Code, a "child" shall mean any person below the minimum legal age for employment under applicable national law or below the age for completion of compulsory education, whichever age is higher.

The worst forms of child labour, including slavery, trafficking, debt bondage, forced labour, prostitution, drug trafficking, or work that is likely to harm the health, safety or morals of children, shall not be used.

Our business partners shall comply with all applicable laws and internationally recognised labour standards relating to young workers. Young workers shall not be assigned to work that is likely to endanger their health, safety, or physical or mental development.

3. Working Hours

Our business partners shall ensure that working hours, rest periods and days off comply with applicable law. Working hours shall not exceed the maximum permitted by applicable law, and overtime shall be voluntary where required by law and managed to protect workers' health and safety.

4. Wages and Benefits

Compensation and benefits provided to workers shall comply with all applicable wage and employment laws, including requirements relating to minimum wages, overtime compensation and legally mandated benefits. Overtime shall be compensated at the rate required by applicable law. Deductions from wages as a disciplinary measure shall not be permitted.

5. Humane Treatment

Our business partners shall not subject workers to harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, verbal abuse or threats of such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

6. Non-Discrimination

Our business partners shall maintain a working environment free of harassment and unlawful discrimination. They shall not discriminate in hiring or employment practices, including recruitment, compensation, promotion, rewards, access to training, or other terms and conditions of employment, on the basis of race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status, or any other characteristic protected by applicable law.

7. Freedom of Association

In accordance with applicable law, our business partners shall respect the right of all workers to freely form and join trade unions or other worker organizations of their own choosing, to engage in peaceful assembly, and the right to refrain from such activities. Workers and 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.

B. HEALTH and SAFETY

Our business partners recognize that, in addition to minimizing the incidence of work-related injuries and illnesses, a safe and healthy work environment enhances the quality of products and

services, consistency of production, worker retention and morale. Our business partners also recognize that ongoing worker input and education are essential to identifying and addressing health and safety issues in the workplace.

Therefore, our business partners undertake to comply with following health and safety standards:

1. Occupational Safety

Risks of exposure to safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) are to be identified, assessed and controlled through proper design, engineering and administrative controls, preventive maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and educational materials about the risks associated with these hazards.

2. Occupational Injury and Illness

Procedures and systems are to be in place to prevent, manage, track and report occupational injuries and illnesses, including provisions to encourage worker reporting; classify and record injuries and illnesses ; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate the return of workers to work.

3. Health and Safety Communication

Our business partners shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand regarding all identified workplace hazards to which workers are exposed, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible to workers. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise safety concerns.

C. ENVIRONMENTAL

Our business partners recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. The environmental standards are as follows:

1. Environmental Permits and Reporting

All required environmental permits (e.g., discharge monitoring), approvals and registrations shall be obtained, maintained and kept current by our business partners, and their operational and reporting requirements shall be followed.

2. Hazardous Substances

Chemicals and other materials posing a hazard to humans, or the environment shallbe identified, labelled and managed to ensure their safe handling, transportation, storage, use, recycling or reuse and disposal.

3. Water Management

Our business partners shall implement a water management program that ensures the characterization and monitoring of water sources, use and discharge. Proper documentation must be maintain to provide transparency. Our business partners shall seek opportunities to conserve water and control sources of contamination. All wastewater shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Routine monitoring of the performance of their wastewater treatment and containment systems to ensure optimal performance and regulatory compliance shall be conducted by our business partners.

4. Solid Waste

Our business partners shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle non-hazardous solid waste.

5. Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations shall be characterized, routinely monitored, controlled and treated as required prior to discharge. Our business partners shall conduct routine monitoring of the performance of their air emission control systems.

6. Material Compliance

Our business partners shall comply with all applicable laws, regulations and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including labelling requirements for recycling and disposal.

7. Material Reporting

Our business partners shall provide Environmental Product Declarations and Life Cycle Assessments when requested.

D. ETHICS

To meet social responsibilities and achieve success in the marketplace, our business partners and their agents shall uphold the highest standards of ethics including the following:

1. Business Integrity

The highest standards of integrity shall be upheld in all business interactions. Our business partners shall prohibit all forms of bribery, corruption, fraud, money laundering, extortion and embezzlement.

2. No Improper Advantage

Bribes or other means of obtaining undue or improper advantage shall not be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving, or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring and enforcement procedures shall be implemented to ensure compliance with applicable anti-corruption laws.

3. Intellectual Property

Intellectual property rights shall be respected; the transfer of technology and know- how shall be conducted in a manner that protects intellectual property rights; and customer and supplier information shall be safeguarded.

4. Fair Business, Advertising, Competition and Antitrust

Standards of fair business, advertising and competition, including compliance with applicable anti-trust and anti-monopoly laws, shall be upheld.

5. Responsible Sourcing of Minerals

Our business partners shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Our business partners shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon request.

6. Conflict of Interest

Our business partners shall require their employees to avoid any conflicts between their personal interests and the interests of the company when dealing with customers, suppliers, business partners or other third parties. Any actual or potential conflict of interest shall be promptly disclosed and appropriately managed.

7. Counterfeit Policy

Our business partners shall not use counterfeit components in any product supplied to STARTEAM Global. To manage the risk of counterfeit materials, our business partners shall take appropriate measures to minimize the risk of introducing diverted parts and materials into deliverable products and shall adhere to relevant technical regulations in the product design process.

8. Export Controls and Economic Sanctions

Our business partners shall comply with all applicable export control and economic sanctions laws, regulations and requirements applicable to their operations.

E. MANAGEMENT SYSTEMS

Our business partners shall adopt or establish a management system whose scope covers the content of this Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to our business partners' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It shall also facilitate continual improvement.

The management system shall contain the following elements:

1. Company Commitment

Corporate social and environmental responsibility policy statements shall affirm our business partners' commitment to compliance with applicable laws, regulations and this Code, as well as

continual improvement, be endorsed by executive management and be posted at the workplace in the local language.

2. Management Accountability and Responsibility

Our business partner shall clearly identify the senior executive and company representative(s) responsible for ensuring the implementation of the management system and associated programs. Senior management shall review the status and effectiveness of the management system on a regular basis.

3. Legal and Customer Requirements

Our business partners shall establish and maintain a process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Code, and to monitor compliance with such requirements.

4. Information Security

STARTEAM Global expects its business partners to maintain appropriate confidentiality and security measures when dealing with business information and to protect sensitive and personal data in accordance with applicable laws and contractual requirements.

Our business partners shall implement and maintain appropriate technical and organizational measures to protect business information and sensitive and personal data against unauthorized access, use, disclosure, alteration, loss or destruction, and shall regularly review and improve such measures as appropriate.

As a committed partner, STARTEAM Global maintains an information security management system and is ISO 27001 certified, supporting the protection of shared and managed data.

5. Handling AI (Artificial Intelligence)

Our business partners shall ensure that artificial intelligence (AI) systems are developed, deployed and used in a lawful, ethical, transparent and risk-based manner.

Business partners shall comply with applicable laws and regulations relating to AI, including, where applicable, the EU Artificial Intelligence Act, and shall take appropriate measures to ensure:

protection of personal and confidential data

avoidance of discrimination and bias

appropriate human oversight of AI-supported decision-making, and

appropriate documentation and risk assessment.

6. Risk Assessment and Risk Management

Our business partners shall establish, document and regularly review a process to identify legal and regulatory compliance, environmental, health and safety, labour practices and ethics risks associated with their operations. Business partners shall assess the relative significance of each identified risk and implement appropriate procedural and physical controls to mitigate the identified risks and ensure compliance with applicable laws and regulations.

7. Improvement Objectives

Our business partners shall establish written performance objectives, targets and implementation plans to improve their social and environmental performance, including periodic assessments of progress toward achieving such objectives and targets.

8. Training

Our business partners shall establish and maintain training programs for managers and workers to understand and implement their policies, procedures and improvement objectives and to support compliance with applicable legal and regulatory requirements.

9. Worker Feedback, Participation and Grievance

Our business partners shall establish and maintain processes, including an effective grievance mechanism, to assess workers' understanding of the practices and conditions covered by this Code, obtain their feedback, identify potential violations a and foster continuous improvement.

10. Audits and Assessments

Our business partners shall conduct periodic self-evaluations to assess compliance with applicable legal and regulatory requirements, the requirements of the Code and applicable contractual requirements of customers related to social and environmental responsibility.

11. Documentation and Records

Our business partners shall create and maintain documents and records necessary to demonstrate compliance with applicable legal and regulatory requirements and the requirements of this Code, and shall implement appropriate measures to protect the confidentiality, integrity and privacy of such documents and records..

12. Whistleblowing Procedures

STARTEAM Global's commitment to ethical business practices and respect for human rights extends to providing all stakeholders, including suppliers, with access to effective reporting and grievance mechanisms. We recognize the importance of identifying and addressing any potential or actual adverse impacts that may arise from our business activities.

For any information or complaint, concerns may be raised with the relevant STARTEAM Global contact person. If practical or ethical reasons prevent this, concerns may alternatively be reported anonymously through our whistleblowing system, available at the following link: https://report.whistleb.com/en/starteamglobal

Any form of retaliation, reprisal, intimidation or harassment against individuals who raise concerns or report suspected misconduct in good faith is strictly prohibited.

13. Supplier Responsibility

Our business partners shall take appropriate measures to communicate and promote compliance with the requirements of this Code throughout their own supply chain and, where appropriate, monitor compliance with such requirements.

STARTEAM
Exceeding Manufacturing

F. ACKNOWLEDGEMENT

In case of any discrepancy or inconsistency between language versions, the English version shall prevail.

Our business partners shall comply with all applicable national and international laws and regulations. Where the requirements of this Code differ from applicable legal requirements, business partners shall comply with applicable law and, to the extent legally permissible, apply the higher standard. Our business partners shall respect the principles of the Universal Declaration of Human Rights, the UN Global Compact and the ILO Fundamental Principles and Rights at Work.

STARTEAM Global reserves the right to conduct audits or assessments to assess compliance with applicable laws, regulations and the requirements of this Code, and may take appropriate action with respect to the business relationship if there is any material non-compliance or other reasonable cause for concern.. STARTEAM Global further reserves the right to terminate the business relationship if internationally recognized principles or the requirements of this Code are violated and appropriate corrective measures are not taken within a reasonable period, or where serious or systematic violations are identified.

We hereby confirm, as a business partner of STARTEAM Global, that we, have read and understood this Code, agree to comply with its applicable requirements, and acknowledge that non-compliance may result in appropriate action by STARTEAM Global, including termination of the business relationship where appropriate.

Place and Date: _____

Signature: _____

Name: _____

Position: _____