



IT'S OUR BUSINESS TO HELP YOURS THRIVE®

Raycap

THIRD-PARTY CODE OF CONDUCT

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Who We Are

Raycap was founded in 1987 to create innovative solutions for industrial and telecommunications customers to protect and support their business goals. As telecommunication and industrial infrastructure have continued to evolve at an ever-accelerated pace, the company has stayed ahead of the curve, providing technology and exceeding customer expectations with an unparalleled commitment to service.

There is no one-size-fits-all solution for the high-demand needs of the world's infrastructure challenges. Raycap drives innovation with customized products providing reliable options for telecommunications, renewable energy, transportation, defense, and other applications.

Through worldwide engineering, a focus on innovation, intellectual property, and state-of-the-art manufacturing capabilities, Raycap can handle large or small product roll-outs while upholding superior customer service, product design, aesthetics, and ease of installation.

With a large variety of custom solutions, Raycap is the one-stop shop for telecom, energy, and transportation infrastructure protection, connection, and concealment.

In this Code, the term "Raycap" refers to the network of member firms of Raycap Group, each of which is a separate and independent legal entity.

For more information, see www.raycap.com/contact.

Applicability of this Code

Raycap is committed to conducting business ethically and legally.

Raycap's Third Parties are expected to conduct business with integrity and mutual respect.

Raycap expects all Third Parties to educate and inform their employees and associates about this Third-Party Code of Conduct.

Raycap's "Third Parties" include, but not limited to, suppliers, vendors, sales agents, subcontractors, distributors, and any other persons or entities who are either doing business with or acting for or on behalf of Raycap. Any Third Party providing or receiving a service or product to or from Raycap is subject to this Third-Party Code.

Raycap trusts and takes reasonable action to ensure Third Parties will adhere to Raycap's Code in any business dealing with Raycap.

Violations of this Code

Raycap expects Third Parties to report any potential violations of Raycap's Code in good faith. Unless prohibited by law, Raycap expects Third Parties to raise concerns related to this Code in one of the following ways:

- By sending an email to codeofconduct@raycap.com

Concerns may be reported anonymously. Raycap takes all concerns/allegations seriously. Violations reported will be kept confidential unless required to be disclosed by Law. Raycap will not retaliate against anyone who reports or assists in the investigation processes.

If Raycap determines a Third Party has breached the Code, it may require the Third Party to take necessary corrective action - at the Third Party's cost - within a reasonable period of time, or in certain circumstances, it may terminate the relationship with the Third Party.

Raycap Principals

The following principles are embodied in the Raycap Code of Conduct and its commitment to act responsibly, fairly, and by the rules.

- Raycap acknowledges and respects human rights.
- Raycap strives to provide fair working conditions.
- Raycap's employees have the right to a pleasant workplace environment where they feel at ease and free from any discrimination.
- Raycap complies with all existing safety regulations while ensuring workplace health and safety to the fullest extent mandated by law.
- Raycap commits itself to dealing fairly, at arm's length, and disavows any type of corrupt business practice or conduct with the potential to harm any company.
- Raycap does not tolerate economic crime, including money laundering and terrorist financing activities.
- Raycap is committed to free and fair competition.
- Raycap's employees have an obligation to make decisions based solely on objective criteria and their professional judgment; decisions must never be improperly influenced by financial or other personal interests or relationships.
- Raycap takes the protection of its assets and intellectual property very seriously.
- Raycap protects personal and other confidential information in all forms.
- Raycap's books and records are assembled with accuracy and integrity.
- Raycap does not conduct activities or assist any other party in violating applicable economic sanctions.
- Raycap complies with all applicable data protection and privacy laws and ensures that all data is protected.
- Raycap has an ongoing responsibility for the protection of the environment.
- Raycap is committed to corporate philanthropy as well as the economic support of the communities where it has a presence.



Raycap trusts its Third Parties will also acknowledge and respect its ethical principles. For the purposes of this Code, Raycap places particular emphasis on the following:

1. Work Environment

Raycap upholds the highest human rights standards and is committed to providing equal employment opportunities, compliance with applicable working hours, wages, and benefits, providing a healthy, safe, and respectful workplace, and is opposed to any form of child and involuntary labor.

1.1 Equal Employment Opportunity

Third Parties shall not discriminate against any individual in their employment practices based on race, color, gender, age, religion, national origin, disability, sexual orientation, political beliefs, status as a parent, or any other protected status or personal characteristics irrelevant to the requirements of the position of employment.

1.2 Working Hours Wages and Benefits

Third Parties shall pay at least the applicable minimum wage, set working hours, and offer benefits such as sick pay, paid annual leaves, and public holidays in compliance with all applicable laws and regulations. Any overtime must be voluntary.

1.3 Involuntary Labor and Child Labor

Third Parties shall comply with all laws and regulations, eliminate all forms of forced and compulsory labor, abolish child labor, and ensure human trafficking is not taking place. Third Parties must allow employees to discontinue their employment upon reasonable notice.

1.4 Respectful Workplace

Raycap expects its Third Parties to maintain a workplace where no harassment is tolerated, all employees are treated with respect and dignity, and none of the employees are subject to any form of abusive conduct.

1.5 Healthy and Safe Working Environment

Third Parties shall provide a healthy and safe working environment. They shall address safety hazards, provide the appropriate personal protective equipment, suitable training to prevent accidents, and promote safe working habits. In addition, they shall comply with all applicable laws and regulations involving health and safety.



2. Anti-Bribery and Corruption

Raycap does not tolerate corruption or bribery in any form. Raycap defines corruption as the abuse of entrusted power to achieve personal gain.

Raycap defines bribery as an offering, promising, giving, accepting, or soliciting a financial advantage to induce the recipient to act in a way that is illegal, unethical, improper, or a breach of trust. A bribe has the intention of influencing a decision-maker.

Kickbacks are a type of bribery and occur when a person is offered money or something of value in exchange for providing something to a Third Party.

Third Parties must comply with all applicable local and international anti-corruption and anti-bribery laws and regulations. Third Parties must commit to dealing fairly and at arm's length and disavow any type of corrupt business practice.

Third Parties shall not accept or offer any inappropriate gifts for or on behalf of Raycap. A gift will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment. Gifts must *not* include cash.

Third Parties shall not engage in bribery or corruption when working for or on behalf of Raycap. Raycap always expects Third Parties to act professionally and ethically in carrying out their services for or on behalf of Raycap.

3. Anti-Money Laundering & Economic Crime

Raycap is committed to doing business with integrity and in compliance with international standards and does not tolerate economic crime, including money laundering and tax evasion. Money Laundering is concealing or disguising the origins of illegally obtained proceeds so they appear to have originated from legitimate sources.

Economic Crime is any illegal activity carried out for economic gain. Tax evasion is using illegal means to avoid paying taxes. Third Parties must follow applicable international and local anti-money laundering laws. Third Parties must not tolerate economic crime, including money laundering and tax evasion.

Third Parties may not assist or otherwise facilitate the non-payment of true tax liability. Tax liabilities must be paid. Third Parties should take all the necessary steps to engage in business transactions only where the source of funds is known to be legitimate.

Third Parties must implement robust internal processes to ensure adherence to "Know Your Client" legislation and practices.

Third Parties are expected to identify possible indications of money laundering in the course of their business. When red flags are noticed, Third Parties must take all the required actions to avoid any potential money laundering activity/attempt.

Third Parties are prohibited from engaging in any activity involving Raycap in facilitating money laundering or being involved in economic crime.



4. Free and Fair Competition

Raycap is committed to free and fair competition and complies with all applicable trade and antitrust laws and regulations. Third Parties must be committed to free and fair competition.

Free competition among market participants is subject to special protection and regulation under antitrust and competition laws and regulations. Accordingly, Third Parties must comply with all relevant laws and regulations.

Third Parties must not engage in any collusive or anti-competitive behavior that restricts free and fair competition. For example, Third Parties should refrain from:

- Any direct or indirect discussions with competitors about prices, production output, capacities, distribution, tenders and awards, profits, margins, or costs, any price-sensitive or otherwise completely sensitive information.

- Any discussions or entering into contacts that could result in a restriction of trade and/or the exclusion of other competitors from the market.
- Any discussion with press or media that could result in miscommunication.
- Any arrangements with competitors regarding sales territories or markets that could divide up the market.
- Any arrangements with Third Parties intended to boycott certain customers/suppliers.
- Actions in conflict with the good commercial practices harmful to competitors' interests or reputation.
- Entering into any agreement that could unlawfully restrict competition.

5. Conflict of Interest

Raycap does not allow personal interests, relationships, investments, and activities (as well as those of family members) to conflict with Raycap's work and how Raycap delivers to its clients.

"Conflict of interest" occurs when an individual's position within a company presents an opening for personal gain and when personal interests are put ahead of the company's.

Third Parties should avoid engaging in any activity/situation that would conflict or interfere with their business with Raycap. Third Parties are expected to avoid conflict between their personal interests (including their family members) and the interests of Raycap.

Third Parties should refrain from offering gifts to Raycap's employees who may influence or be perceived to influence decision-making. Third Parties must disclose any potential conflict to Raycap in writing as soon as they know it.

6. Intellectual Property

Raycap is committed to protecting its intellectual property and respecting the intellectual property rights of others.

Without prejudice to the generality of Article 2-Convention Establishing the World Intellectual Property Organization (as amended), Raycap's "Intellectual Property" shall be taken to inter alia mean rights, whether oral, documentary, magnetic, electronic, graphic, digitized or otherwise, whether embodied in tangible form or not, including without limitation patents, rights to inventions, trademarks, service marks, copyrights and related rights (including marketing methods, clients' and/or counter parties' list, contact details etc.), Copyright formulations, sales methods, expertise, concepts, business processes/practices/methods/policies, domain names, rights in get-up, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), utility models, scientific or technical knowledge and information, trade secrets, registered and unregistered drawings rights, discoveries, systems and plans, computer software designs or programs, design rights, mask work rights, engineering drawings, specifications, data, models, sample components, formulae, manufacturing methods,

trade names commercial names/designations, business names, analytical and quality control methods, whether these are scientific, literary or artistic, or any other equivalent intellectual property rights as defined/interpreted in any part of the world as well as any other rights which result from such intellectual activity, whether or not these are registered or published or unregistered and wherever they are developed, recorded, maintained etc, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

Raycap expects Third Parties to respect the Intellectual Property rights of Raycap and any other Third Parties. Third Parties shall not use Raycap's Intellectual Property without Raycap's permission/authorization or legal right.

Third Parties who are provided access to or use Raycap's Intellectual Property assets are expected to adequately safeguard Raycap's Intellectual Property assets and prevent their unauthorized use, access, or disclosure.



7. Confidential Information

Raycap is committed to protecting the confidential information of everyone in all forms. “Confidential Information” means any information (including, but not limited to, Intellectual Property) that is marked as “confidential”, or known to the recipient to be confidential, or that would appear to a reasonable person to be confidential or proprietary in the context and circumstances in which such information becomes known, discovered, developed, conceived, used, processed, etc.; and which could reasonably be considered as intended to be protected from disclosure (whether it is proprietary in nature or by contract, legal protections such as trade secret laws, or other means); and which Intellectual Property or additional confidential information relates to the Raycap business, that of its (potential or actual) counter parties, suppliers, business partners or clients, whether written, electronic or oral, which is not public knowledge as evidenced by printed publication, provided the confidential information has not become public knowledge through the fault of the recipient. However, the absence of an express indication as to the confidential nature of a piece of information does not render such information outside the scope of this definition.

Materials derived, in whole or in part, from Confidential Information, such as, but not limited to, reports, data, analyses, notes, samples, products, or other information prepared by or on behalf of the receiving Party, shall be treated as “Confidential Information,” regardless of whether such materials are marked as “Confidential,” and shall be considered the property of the Owner with all rights reserved to Raycap.

Confidential Information disclosed on a restricted basis pursuant to a judicial or other lawful government order shall remain Confidential Information between the parties. It shall only be disclosed under terms that provide for the continued protection of the information.

By means of examples, Confidential Information includes but is not limited to:

- Mathematical formulae, manufacturing techniques, processes, designs, engineering
- Codes and algorithms
- Marketing, finance, business structure, plans or other business information (non-public financial information)
- Marketing counter parties and suppliers
- Business strategies and relationships with Third Parties
- Present and proposed products
- Trade secrets
- Financial information, strategies, transactions (or potential transactions), negotiations, plans, records, etc.
- Accounting information, sales data, anticipated sales volume, and budgets

- Commercial records such as customer lists/ details of existing or potential customers, suppliers, and business partners
- Advertising information and market research
- Strategic planning and systems
- Contractual terms of current, existing, potential, or proposed products or services
- Assets, liabilities, operations
- Pricing information
- Credit information
- Payroll and staffing information.

Raycap’s Third Parties must protect any confidential information belonging to Raycap or any other Third Party with whom Raycap partners.

Raycap counts on its Third Parties to carefully handle confidential information and never collect, process, use or disclose confidential information outside of a specific business purpose.

When it is necessary for a Third Party to share Raycap’s confidential information with other Third Parties, then these Third Parties should carefully handle any such information and never collect, process, use or disclose it outside of a specific business purpose.

8. Accuracy of Records and Reports

Raycap maintains accurate, complete, reliable records and reports of all business information. Third Parties must ensure all records and reports are accurate and in compliance with all financial standards, laws, and regulations.

Third Parties must honestly and accurately record and report all business information, never misstating facts or omitting critical information. Third Parties must take all appropriate steps to ensure all records and reports provided to Raycap are accurate and include all the necessary business information.

9. Economic Sanctions

Raycap is committed to complying with all applicable economic sanctions-embargoes, including identifying and minimizing possible violation risks.

Raycap does not conduct business nor assist any other party in violating applicable economic sanctions-embargoes published by a relevant governmental entity, including but not limited to the United States, the European Union, the United Nations, and the United Kingdom.

Third Parties guarantee they are not part of a sanctioned parties list and shall immediately notify Raycap if they become listed. Third Parties shall comply with economic sanctions-embargoes laws and regulations and avoid doing anything that would position themselves or Raycap in violation of applicable economic sanctions-embargoes.

10. Data Privacy

Raycap complies with all applicable data protection and privacy laws and ensures all data is protected. Third Parties must handle and disclose personal data obtained during their relationship with Raycap, only for legitimate business needs within the scope of their duties and in accordance with applicable laws.

Third Parties must take appropriate precautions, including technical, administrative, organizational, and physical security measures, to safeguard the personal data against loss, theft, misuse, disclosure, alteration, destruction, or other unlawful forms of processing.

In the event of any improper disclosure or breach of personal data, Third Parties must notify Raycap or the authorized person per the applicable Law's provisions. Failure by a Third Party to protect personal data may damage Raycap's relations with the violated Party and may result in legal action against the Third Party.



11. Environment

As a company producing industrial solutions for its customers, Raycap has an ongoing responsibility toward protecting the environment.

Third parties must comply with all applicable environmental laws and regulations, operate in an environmentally conscientious manner, and use natural resources carefully, purposefully, and economically.

Third Parties are expected to have environmental policies in place. Third parties must maintain a workplace that complies with all applicable laws and regulations regarding operational and environmental responsibility by avoiding environmental pollution, protecting the climate, and safeguarding natural diversity.

Third parties are encouraged to engage in activities that reuse and recycle. Raycap expects Third Parties to take mitigation measures regarding Climate Change.

Right to Amend or Terminate

Raycap reserves the right to introduce changes and shall have the right to amend, terminate, partially terminate, or modify the Third-Party Code of Conduct, retroactively or otherwise. No part of this work, nor the information laid down herein or derivable here from or developed in connection herewith, may be reproduced or used in any form or by any means. Raycap will take legal action against infringements.

12. Community Impact

Raycap is committed to making positive contributions to society, being responsible in business but also recognizes its obligation to the communities in which it operates.

Raycap supports the economic and social well-being of its communities by employing local people and small firms. Raycap encourages Third Parties to share its commitment to supporting and helping small businesses.

Raycap encourages Third Parties to share its commitment to corporate philanthropy and to support community development by promoting the welfare of others through investments and activities for the good of the community.



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