

Supply Chain Code of Conduct

Crestron Electronics, Inc.

Last updated: 21 June 2022

1. Crestron Takes Responsibility for Its Actions

1.1 Crestron Electronics Inc., along with its subsidiaries and affiliates (together, “**Crestron**”) is committed to integrity and compliance in everything we do. As part of that commitment, Crestron ensures that it provides its employees a safe working environment, treats its workers with dignity and respect, engages in environmentally sound and sustainable manufacturing processes, and complies with the law in all countries in which we conduct business. Crestron expects its suppliers to ensure that they comply with the above standards as well.

1.2 More specifically, Crestron adheres to, and expects that all of its suppliers adhere to internationally recognized fundamental principles and workplace rights, including but not limited to: freedom of association and the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labor; the effective abolition of child labor; and the elimination of discrimination in respect of employment and occupation.

1.3 While Crestron recognizes that certain countries have not ratified the formal UN Conventions and International Agreements that cover these topics (i.e. ILO Conventions 29, 87, 98, 100, 105, 111, 138, and 182) and that there are different legal and cultural environments in various countries, it is our corporate position that each of our suppliers have a responsibility to meet the underlying intent of those conventions as a minimum requirement for doing business with Crestron.

1.4 Suppliers are expected to foster a culture where employees and managers can communicate openly and raise concerns without fear of retaliation, intimidation, or harassment.

1.5 Crestron’s Supply Chain Code of Conduct (the “**Code of Conduct**”) sets forth Crestron’s commitment to integrity and compliance both in its own conduct, and in the expected conduct of its global supply chain. We expect all of our suppliers to adhere to the Code of Conduct and to ensure these requirements are met within their supply chain. Crestron may visit (and / or have external monitors visit) supplier facilities, with or without notice, to assess compliance with the Code of Conduct. Adherence to the requirements set forth in the Code of Conduct will be considered in making sourcing decisions. Failure to comply with the Code of Conduct may result in termination as a Crestron supplier and further action where appropriate.

1.6 Crestron’s suppliers are asked to participate in a supplier assessment on a regular basis to ensure that the suppliers are adhering to industry standards for corporate social responsibility. Crestron assigns scores based on key attributes, which are then used to generate a supplier scorecard. Those suppliers with high scores may receive a “**preferred**” status designated by Crestron.

2. Legal Requirements

Suppliers that manufacture products for Crestron shall operate in full compliance with all applicable laws, rules, and regulations in the countries where they are operating. The supplier shall always comply with

the most stringent applicable requirements, whether they are relevant applicable laws or this Code of Conduct. However, should any provisions set forth in this Code of Conduct be impermissible under the applicable legal and regulatory requirements of a specific region or location, then the applicable law shall prevail. Nothing contained in this Code of Conduct is intended to authorize any actions or practices prohibited by law.

3. Labor and Human Rights

3.1 Fair Treatment.

(a) Suppliers shall commit to a workplace free of harassment, including such conduct as, without limitation, threatening or subjecting workers with harsh or inhumane treatment, sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, and unreasonable restrictions on entering or exiting company-provided facilities.

(b) No worker shall be discriminated against because of race, gender, age, political affiliation, religion, ethnic and national origin, caste, sexual orientation, marital status, membership in worker's organizations including unions, or any other personal characteristics. The supplier shall base decisions regarding hiring, salary, benefits, promotion, termination, and retirement on workers' individual skills and ability to do the job.

3.2 No Involuntary Labor or Human Trafficking. Suppliers shall not use any form of slave, forced, bonded, indentured, or involuntary prison labor. Bonded labor also means bonded by financial debts or deposits. The supplier shall allow its workers to leave the factory area when their work shifts ends and the supplier shall not withhold ID cards or require deposits. The supplier shall not use corporal punishment or any other form of physical or psychological coercion such as threats of violence, sexual harassment, or other abuse.

3.3 No Child Labor. Suppliers shall not employ children in violation of the applicable legal regulations. The minimum age for employment or work shall be the minimum age for legal employment in that country, the age for completing compulsory education in that country, or absent other legally authorized work regulations for minors, 16 years of age. The supplier shall maintain official documentation for every worker that verifies the worker's date of birth. If a supplier is found to employ children in violation of the applicable legal regulations, Crestron requires that the supplier take measures to remedy the situation in a manner which takes the child's best interests into consideration. This Code of Conduct does not prohibit participation in legitimate educational, workplace internship or apprenticeship programs.

3.4 Freedom of Association. Workers shall be free to join associations, including unions, of their own choice. The supplier shall not interfere with workers who wish to lawfully and peacefully associate, organize or bargain collectively. The decision whether or not to do so shall be made solely by the workers.

3.5 Wages and Benefits. Suppliers shall pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. Wages should be paid regularly and on time to all workers, but on no less than a monthly basis. In addition, workers shall be compensated for overtime hours at the rate required by applicable laws and regulations.

3.6 Subcontractor Compliance. Suppliers agree that any workers supplied by subcontractors to work at the Supplier's facilities will be treated in a manner consistent with the principles set forth in this Code of Conduct.

4. Health and Safety

4.1 The supplier shall treat all workers with respect and dignity and provide them with a safe and healthy environment. Factories shall be sufficiently lighted and ventilated. Supplier shall provide adequate lighting, air circulation, ventilation, and temperature control in all work areas.

4.2 Occupational Safety.

(a) Suppliers shall commit to the safety and health of their employees and shall make all employees aware of the safety risks in their work areas. All employees shall be given necessary safety training before operating machines and other equipment. All machines and other equipment in the factories shall be equipped with necessary safety devices, safety instructions and warnings.

(b) The supplier shall provide personal protective equipment to all workers in any harmful work area. The supplier shall ensure the personal protective equipment is used and maintained properly. The supplier shall make sure that foreseeable hazards and risks are avoided, including without limitation, damaged staircases, dangerous electrical wires, unsafe storage of gas and other flammable products, baths with hazardous chemicals which easily splash into the work place, and unsecured places where the workers can fall from heights.

4.3 Sanitation, Food, and Housing. Suppliers shall provide workers with an adequate number of clean toilet facilities and washing areas for both men and women. Suppliers shall provide workers with access to potable drinking water. Both the toilet facilities and drinking water must be provided within a reasonable distance of the work areas and the supplier shall allow access to both at reasonable intervals throughout the working day.

(a) If the supplier provides food preparation and storage facilities, then these facilities shall be maintained in a sanitary condition.

(b) If the supplier, or a third party agency, provides worker housing then each worker shall have his/her own bed, the housing shall be clean and safe, and it shall provide for: (i) adequate emergency egress, (ii) adequate heat and ventilation, (iii) reasonable personal space, (iv) toilets and showers, separated for men and women, and (v) reasonable entry and exit privileges.

4.4 Emergency Preparedness.

(a) Suppliers shall have emergency plans and response procedures regarding: (i) emergency preparedness, reporting and notification; (ii) evacuation procedures, training and drills; (iii) appropriate hazard detection and suppression equipment; and (iv) adequate exits from suppliers' sites. Evacuation (e.g. fire) drills should be carried out according to the local law, but not less than once per year.

(b) All supplier buildings shall be inspected and approved by the local fire authorities and have: (i) evacuation plans; (ii) working fire alarms that continue to function during power outages; and (iii) appropriate firefighting equipment that is regularly maintained and kept visible and accessible for all workers. The supplier shall train an adequate number of employees in each work area, covering all shifts, to use the firefighting equipment.

(c) There shall be at least two independent means of exit per work site. All exits shall: (i) be clearly marked with lights, (ii) not be blocked and remain accessible, and (iii) kept unlocked to allow for egress during all working hours.

4.5 Occupational Injury and Illness.

(a) Supplier shall provide at least one first aid kit within a reasonable distance of each work site and at least one person at the site at any time during work shifts, should be first aid trained. A doctor or nurse should be available on short notice, in case of an accident at any supplier factory.

(b) Suppliers shall have procedures and systems in place to track and report occupational injuries, illnesses, and exposure of workers to chemical, biological and physical agents in the workplace.

5. Environmental

5.1 Pollution. As a minimum requirement, supplier shall meet all applicable laws and regulations for air pollution, noise pollution, water pollution, and ground contamination. The supplier shall implement physical measures to: (a) reduce, control and / or eliminate wastewater, waste and pollution at the source; and (b) reduce, control and / or eliminate air emissions of volatile chemicals, corrosives, particulates, aerosols and combustion products.

5.2 Chemical Handling. The supplier shall have a list of all chemicals used in production that include the name of each chemical product, the purpose of use, and a reference to a Material Safety Data Sheet. All chemical containers must be marked with chemical names and danger symbols and the information regarding proper storage, health risk, and safe handling of each chemical shall be displayed in the storage areas and production areas.

6. Integrity and Compliance

6.1 Books and Records. Suppliers are expected to create and maintain accurate books and records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it.

6.2 Business Integrity. Suppliers shall comply with the laws and regulations of all applicable jurisdictions, including all applicable anticorruption laws. Suppliers may not solicit, give or receive commercial bribes or unlawful kickbacks and must also be careful to avoid even the appearance of such improper conduct. Suppliers will conduct their businesses without engaging in corrupt practices and will not take advantage of anyone through unfair dealing practices. This means that suppliers should not misrepresent the quality, features or availability of their products or service. Suppliers also agree to maintain integrity, transparency and accuracy in corporate record keeping.

6.3 Protection of Intellectual Property. Suppliers shall respect the intellectual property rights and proprietary information of others. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights and safeguards other parties' proprietary information.

6.4 Substance Abuse. Suppliers shall have policies and procedures in place to ensure that employees do not conduct work while under the influence of alcohol, illegal drugs, or misused medications, whether prescription or non-prescription. In addition, suppliers will put in place policies and procedures that prohibit employees from using, possessing, transferring or selling illegal drugs or alcohol or misused medication (whether prescription or non-prescription) while at work or while on the job.

6.5 Responsible Sourcing of Minerals. Suppliers, manufacturing or distributing components, parts, or products containing tin, tantalum, tungsten, and / or gold shall develop a Conflict Mineral Policy, outlining

their commitment to responsible sourcing and legal compliance. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available upon request.

6.6 Quality. Suppliers shall take due care to ensure their work product meets applicable quality standards. Suppliers shall put in place quality assurance processes to identify defects and implement corrective actions, and to facilitate the delivery of a product whose quality meets or exceeds the contract requirements.

(a) Suppliers shall develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

6.7 Privacy and Information Security. Suppliers are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Suppliers shall protect confidential and proprietary information, including confidential and proprietary information of others and personal information, from unauthorized access, use, modification and disclosure, through appropriate physical and electronics security procedures. Suppliers are to comply with applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

7. Reporting Concerns

If you become aware of a situation that may involve a violation of this Code of Conduct, you have a responsibility to report it. Please note that failure to comply with this Code of Conduct may result in termination of a Crestron supplier or further action, where appropriate.

You may make a report to Crestron as follows:

Crestron Electronics, Inc.
Attention: Legal Department
15 Volvo Drive, Rockleigh NJ 07647

Email: legal@crestron.com

8. Contact Information

If you have any questions or concerns regarding this Code of Conduct, please contact Crestron at any of the following.

Via e-mail: satisfaction@crestron.com or support@crestron.com

Via post:

The Americas:
Crestron Electronics, Inc.
15 Volvo Dr.
Rockleigh, NJ 07647 USA

Europe, Middle East, and Africa (EMEA):
Crestron Europe BV
Oude Keerbergsebaan 2,
2820 Rijmenam, Belgium
VAT No. BE0699.717.121

Australia and New Zealand:
Crestron ANZ PTY LIMITED
Level 5, 15 Help Street,
Chatswood NSW 2067, Australia

Asia:
Crestron Singapore Pte. Ltd.
31 Kaki Bukit Road 3
#01-04 & #01-05
Techlink Building
Singapore 417818

Via phone:

Please visit www.crestron.com to find the phone number for Crestron support in your region.

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