

Corporate Social Responsibility and Anti-corruption Clause

(Version: Oct 2014)

1. STRAX GmbH ("STRAX") has developed principles and values which demonstrate its readiness to share its company ethics and social and ecological obligations with suppliers. These principles and values are presented in the "STRAX – Corporate Behavior" document, available under www.strax.com/LANG/EN/about.html#values. STRAX encourages its suppliers and subcontractors to adhere to the STRAX "Corporate Behavior".
2. The supplier in particular agrees to comply with all national, European and international regulations about ethical and responsible standards of behavior, including and without being limited to those dealing with human rights, environmental protection, sustainable development and corruption as these are described in the aforementioned STRAX regulations under section (1) and established in the relevant sales contract, and to require the same of its subcontractors and all persons within its sphere of influence.
3. At STRAX's request, the supplier will inform STRAX and/or the client of the measures taken to ensure compliance with the regulations. STRAX is entitled to verify compliance with these regulations by the supplier or its subcontractors at any time, either itself or via an external auditor appointed by STRAX.
4. The supplier is obliged to take all measures required to prevent and punish any case of active or passive corruption, in both the public and private sectors. Active corruption means offering, promising or providing a benefit for the purpose of influencing an action or decision and/or inducing a person to fail to properly fulfil his or her obligations. Passive corruption means requesting and/or accepting a benefit with the intention of influencing a decision or failing to properly fulfil an obligation. A benefit refers to any conflict of interest and/or any reward to which the recipient is not entitled and which objectively improves his or her financial, legal or personal situation. A benefit may take many forms, i.e. hospitality, the payment of travel expenses, holiday invitations, advertising gifts, other gifts, monetary gifts, invitations to meals or events, rebates, bonuses, privileges or disproportionate remuneration. The supplier agrees that STRAX may demand information and documents from the supplier for the purpose of verifying compliance with the aforementioned anti-corruption provisions, and is obliged to promptly provide all of the aforementioned information.
5. In the scope of its corporate responsibility, STRAX seeks to promote improvements in the environmental sustainability of the items delivered, in particular a reduction in energy consumption. The supplier should therefore offer devices with a high level of energy efficiency which comply with extended internationally efficiency standards, e.g. the EU codes of conduct in their current version. Furthermore, the supplier is obliged to provide STRAX or the client with important information about energy consumption, production technology and logistics in order to be better able to determine and measure the CO2 cost. For information involving energy consumption, the measures taken by the

supplier must be based on the ETSI-TS standard, while for CO2 effects they must be based on internationally-recognized standards, in particular on the standard of the GHG Protocol and recommendations of the ITU-T SG5 in their most recently published versions.

6. Regarding assembly, the supplier will provide to STRAX and/or the client all necessary information about the materials from which the items delivered are assembled, as well as about the packaging and/or other specific information. STRAX and/or the client may therefore request the following information from the supplier:

the CO2 footprint of company and/or product, including at least² production, transport, use and end of lifecycle;

and/or

to complete questionnaires to collect environmental data.²

7. The supplier agrees that STRAX and/or the client may use parts or all of the aforementioned information for their clients. The conditions for the transfer of information will be defined later in a written agreement. The supplier will also comply with the full scope of all regulations relating to the manufacturer's responsibility for all items delivered, regardless of the country of delivery. The supplier will demonstrate its compliance with these obligations to STRAX and/or the client and will provide, without being requested to do so, all legally-required documentation, in particular all required declarations of conformity.

8. In relation to the handling of Waste Electrical and Electronic Equipment (WEEE), the parties agree that the condition of the devices at the end of their lifecycles will be established in the contract. The term "condition" applies to devices which have reached the end of their lifecycles and which are considered as private consumer and/or non-household consumer waste under European guidelines.

9. The contractual parties further agree that the collection and handling of the devices according to the WEEE provisions will be defined in consideration of the status of STRAX and/or the client as "merchant" or "manufacturer" in the sense of the EU guideline or the applicable national transport provisions in the order or in the applicable legal provisions of the country of delivery.

10. In terms of the EC Directive on the Registration, Evaluation, Authorization and limitation of Chemicals (REACH), the supplier agrees to provide all necessary information about the materials from which the items delivered are composed to STRAX and/or the client.

11. Regarding the Restriction of Hazardous Substances (RoHS), the supplier is obliged to comply with the provisions of the RoHS EU Directive for all deliveries, regardless of the country of delivery.

12. The aforementioned obligations do not modify, limit or exclude the supplier's other obligations.

13. Should any breach of these regulations be detected, the supplier must immediately cease said breach following written notification by STRAX and/or the client and ensure that its behavior complies with the regulations. If such a breach does not cease within thirty (30) days of the receipt of said notification, STRAX and/or the client are authorized to terminate the sales contract according to

the relevant contractual provisions. This shall not exclude the right of STRAX and/or the client to demand compensation from the supplier. Legal provisions also apply.