



SUPPLIER CSR CODE

EDITORIAL

As a signatory of the United Nations Global Compact, CROSSCALL seeks to promote its Ten Principles as well as the Sustainable Development Goals. CROSSCALL's global performance is intrinsically tied to that of our suppliers and subcontractors. Selecting partners that share our vision of a more responsible telephony industry, and integrating these principles into our purchasing processes is crucial in order to offer top-performing and responsible solutions to our customers.

Today, I want to confirm and reiterate the due diligence measures that CROSSCALL takes in regard to its suppliers and subcontractors, in terms of environmental, social and ethical risks, as well as our drive to maintain and reinforce relationships built on trust and open dialogue with these parties.

The Supplier CSR Code formalises what we expect from our suppliers and subcontractors. They form the foundations of relationships built on trust, which I hope to establish with you.

Cyril Vidal

Founder

Table of contents

INTRODUCTION.....	4
1. BUSINESS ETHICS.....	4
1.1. Anti-corruption and anti-money laundering.....	4
1.2. Compliance with international economic sanctions.....	5
1.3. Conflicts of interest.....	5
1.4. Gifts and invitations	5
1.5. Personal data and information protection	5
1.6. Intellectual property	5
1.7. Anti-counterfeiting.....	5
1.8. Compliance.....	6
2. LABOUR LAW AND HUMAN RIGHTS	6
2.1. Human Rights.....	6
2.2. Employment Contract	7
2.3. Remuneration	7
2.4. Disciplinary Practices	7
2.5. Quality of life at work.....	7
2.6. Health & Safety	7
2.7. Harassment and discrimination	7
2.8. Freedom of association and right to collective bargaining.....	8
2.9. Diversity and inclusion	8
3. ENVIRONMENT	8
3.1. Climate change and energy efficiency	8
3.2. Eco-design	9
3.3. Chemical usage	9
4. DUE DILIGENCE	9
4.1. Traceability of minerals.....	9
4.1.1. Compliance with the EU Battery Regulation.....	9
5. WHISTLEBLOWING	10
6. NON-COMPLIANCE, AUDITING, AND REPORTING	10

INTRODUCTION

CROSSCALL is committed to conducting its business in an ethical and responsible way that contributes to the [Sustainable Development Goals](#) and respects the [United Nations Global Compact's Ten Principles](#) as well as the [OECD Due Diligence for Responsible Business Conduct](#) and the [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#).

CROSSCALL wishes to foster long-lasting and mutually beneficial relationships with suppliers who share our vision for a more responsible communications-technology industry. CROSSCALL's own Corporate Social Responsibility (CSR) performance depends in part on the commitments undertaken by its suppliers with regards to business ethics, human rights and labour laws, environmental commitments, responsible sourcing and traceability, and data protection.

This Supplier CSR Code formalises the expectations held by CROSSCALL GROUP, CROSSCALL, and CROSSCALL Hong Kong (hereinafter referred to as "CROSSCALL") for their partners, subcontractors, and service providers (hereinafter referred to as the "Suppliers") on these topics.

CROSSCALL expects its Suppliers to operate, in all of their activities, in full compliance with the laws, rules, and regulations to which the Suppliers are subjected. Beyond mere regulatory compliance, the principles set forth in this Supplier CSR Code aim to further advance social and environmental responsibility and are based on recognized industry standards & practices, as well as CROSSCALL's customers' own CSR requirements.

Prior to concluding any commitments with CROSSCALL, Suppliers declare to have familiarised themselves with this Supplier CSR Code, to undertake to comply with it, to regularly train their employees on these topics, and to make every effort to ensure that these principles are respected within their own value chain and cascaded down to their own suppliers.

1. BUSINESS ETHICS

CROSSCALL wants to maintain long-lasting and high-quality relationships with its Suppliers, and commits to treat them with honesty, equity and transparency. CROSSCALL and its Suppliers mutually undertake to fully comply with the contractual commitments made by placing integrity and ethics at the core of their business relations.

1.1. Anti-corruption and anti-money laundering

Suppliers are prohibited from offering, soliciting or accepting an unfair advantage, be it financial or not, with a view to inciting or compensating a person aiming to obtain a contract, a procurement agreement or preferential treatment. Suppliers are prohibited from any acts of corruption. No Supplier may engage in any activity that even gives the appearance of involvement with money laundering.

Suppliers and all of their representatives shall comply with the applicable regulations in the countries wherever they operate. In addition, they are and will continue to be in compliance with the provisions of all applicable anti-corruption laws, including but not limited to French anticorruption laws, the United Nations Convention against Corruption (2005), the U.S Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010.

Neither SUPPLIER, nor any of its Representatives:

(i) has been subject to an investigation or been convicted of or pleaded guilty to an offense involving fraud, money-laundering, corruption or business ethics; or

(ii) is listed by any government authorities as debarred, suspended or otherwise ineligible for government procurement programs.

1.2. Compliance with international economic sanctions

The Supplier shall respect international economic sanctions, including embargoes, trade and financial restrictions resulting from a resolution published by a governmental entity, including but not limited to the United Nations Security Council, the European Union and the United States.

1.3. Conflicts of interest

CROSSCALL's Suppliers must avoid or identify and immediately disclose any actual or potential conflicts of interest with CROSSCALL's employees which may negatively affect their independence of judgement.

1.4. Gifts and invitations

Suppliers are prohibited from offering CROSSCALL's employees or any members of their social circles any gifts, invitations or other favours and free benefits which may influence the relations between CROSSCALL and the Suppliers.

1.5. Personal data and information protection

Suppliers must handle the information it may acquire access to as part of their collaboration with CROSSCALL with the utmost confidentiality. Suppliers also undertake to implement an effective information security system to prevent any risks of data breach or loss.

Suppliers must comply with all relevant data protection and privacy law, regulations (including GDPR) and other regulatory requirements to which CROSSCALL is subject, and any guidance or statutory code of practices issued by the relevant privacy authority.

1.6. Intellectual property

Suppliers must comply with CROSSCALL's intellectual property rights, such as its brands, logos, domain names, designs and models or patents, as well as all those of which they are made aware as part of their collaboration with CROSSCALL. In addition, transfer and sourcing of technology shall be done in a way that respects intellectual property rights.

1.7. Anti-counterfeiting

All Suppliers must prevent the use of counterfeit parts in their products. They should also have procedures to identify and report any counterfeit or suspected counterfeit parts that may appear in the supply chain to the Company. Counterfeiting documents is also explicitly prohibited.

Supplier shall indemnify CROSSCALL against all claims that may be asserted against or suffered by it relating to infringement or alleged infringement of any third party intellectual property rights (IPR) as a result of the provision, receipt, importation, export, distribution, sale, use or possession of any deliverables provided, supplied, sold, generated or created by or on behalf of the Supplier. For the avoidance of doubt, the Supplier shall indemnify CROSSCALL for any and all counter-claims, defense and invalidity actions and other related claims or actions commenced in connection with any claim

1.8. Compliance

Suppliers shall comply with all laws, legislation, regulations, binding codes of practice, rules or requirements of any relevant government or governmental agency, professional or regulatory authority applicable to the procurement, delivery and use worldwide of goods and services.

2. LABOUR LAW AND HUMAN RIGHTS

In all of their operations throughout the world, Suppliers shall comply with all applicable labour laws, regulations, and industry standards. This applies in particular to wages, benefits and compensations, working hours- including overtime, rest days, legal minimum salary level, paid leave, pay structure and notice/termination period (as part of an employment contract).

Furthermore, in all of their operations around the world, Suppliers must comply with the [Universal Declaration of Human Rights](#) and the ["fundamental" conventions](#) of the International Labour Organization (ILO).

Suppliers shall maintain documentation pertaining to employees' contract, age, salary and hours worked, in compliance with local data privacy laws.

2.1. Human Rights

CROSSCALL opposes any form of modern-day slavery and human trafficking. Suppliers undertake to particularly comply with the principles set out in the 2015 Modern Slavery Act. All work shall be on a voluntary basis and freely chosen. Employees shall be free to leave their work or to terminate their employment contract with reasonable notice

Across their value chain, Suppliers are formally prohibited from using child labour or any form of illegal, compulsory or forced labour, as defined by [Convention C29](#) and [C105 of the ILO](#).

The following are namely considered as practices that may lead to forced labour and Suppliers will not engage in them:

- The employer's holding of employees' ID documents, passports, licenses or any other personal documents;
- A workers' obligation to provide a financial guarantee deposit;

- Employee payment of any fees associated with their recruitment.

2.2. Employment Contract

Employees shall be provided with a written employment contract immediately upon hiring, in a language that they understand. The Supplier shall bear all applicable recruitment and/or employment fees and expenses.

The same applies to interns and apprentices who shall be granted suitable protection in accordance with their status.

2.3. Remuneration

At a minimum, wages and salaries must comply with applicable local laws, for all employees and workers, including, but not limited to employees who are permanent, temporary, dispatched, disabled, migrant workers, apprentices, and contract workers. The employee must be informed in a timely manner of the basis on which he is paid.

2.4. Disciplinary Practices

Wage deductions or physical punishment may not be used as disciplinary measures.

2.5. Quality of life at work

CROSSCALL encourages its Suppliers to promote well-being in the workplace. This may pass through positive management styles, and through respect of work/life balance, for example.

2.6. Health & Safety

CROSSCALL requires that its Suppliers offer safe and healthy working conditions to their employees (e.g. protective gear, fire protection, sanitations, potable water access, first aid, etc.). They must comply with all relevant health and safety standards and regulations and must ensure that the employees are regularly and sufficiently trained on the health & safety procedures implemented within the company.

Suppliers are encouraged to adopt an Occupational Health & Safety (OHS) Management System and procedures, based on international & industry standards such as ISO45001 or equivalent.

2.7. Harassment and discrimination

CROSSCALL condemns any form of harassment and/or discrimination related (but not limited) to race, colour, gender, language, religion, political or other opinion, national, ethnic, geographic or social origin, birth, sexual orientation, physical and health conditions, disability or other. Suppliers shall ensure that its employees are all respected, regardless of their hierarchical level. Suppliers comply with [ILO Convention No. 111](#) against discrimination. They shall prohibit all

physical, verbal and/or sexual actions that may create an unpleasant, intimidating, offensive, discriminatory or hostile work environment.

2.8. Freedom of association and right to collective bargaining

Suppliers apply the principles of freedom of association, the right to organise and collective bargaining, as described in ILO Conventions [C87](#) and [C98](#) of the ILO, without interference, discrimination, retaliation, abuse or harassment, whilst also complying with the applicable local regulations.

2.9. Diversity and inclusion

CROSSCALL considers that diversity – for example in terms of gender, physical ability, ethnic or geographic origin, age, culture, opinions, religion, sexual orientation and talent – contributes to building stronger teams and to the company's ability to better serve its customers' needs. CROSSCALL encourages its Suppliers to promote diversity and inclusion within their companies.

At the very least, Suppliers must comply with local legislation pertaining to disability employment.

3. ENVIRONMENT

CROSSCALL is committed to measuring and managing its environmental impacts.

In addition to complying with all applicable environmental laws and regulations, Suppliers shall identify, measure and analyse the environmental impacts of their activities and implement an action plan to reduce, mitigate and treat these impacts.

Suppliers are encouraged to adopt an Environmental Management System and relevant procedures, based on international standards, such as ISO14001 or equivalent, to improve their efficiency and performance.

3.1. Climate change and energy efficiency

CROSSCALL measures its carbon footprint on Scopes 1, 2 and 3 in accordance with the GHG Protocol. Our ambition is to reduce these emissions over time. Upon request, Suppliers must provide CROSSCALL with any data needed for the calculation of its environmental footprint.

To this end, Suppliers shall monitor and document their energy consumption on their premises and in their factories where applicable and strive to reduce this consumption over time. In addition, Suppliers are encouraged to use renewable energies where possible.

Suppliers will monitor and document greenhouse gas emissions across their own value chain in accordance with the GHG Protocol or other equivalent standards and take all reasonable measures to work towards setting emission reduction targets, ideally aligned with the 1.5°C goal of the Paris Agreement. Under no circumstances must the use of carbon offsetting be a substitute for actions to reduce greenhouse gas emissions.

3.2. Eco-design

Suppliers undertake to implement eco-design principles to improve the environmental performance of their products and services over their whole life cycle. Suppliers will provide Life Cycle Assessment (LCA) data whenever available.

Suppliers are also encouraged to embed positive social outcomes in their product design, for example by sourcing materials from fairtrade options.

Suppliers undertake to proactively offer to XYZ any such solutions with enhanced environmental or social performance.

3.3. Chemical usage

Suppliers shall comply with all laws and regulations to limit and avoid the use of chemicals and/or hazardous substances. Moreover, Suppliers shall also comply with laws and regulations regarding information on product composition for chemicals and hazardous substances, such as REACH and RoHS regulations.

4. DUE DILIGENCE

Suppliers shall implement a due diligence process to identify and address environmental, social and ethical risks in their own supply chains in accordance with the [OECD Due Diligence for Responsible Business Conduct](#) and, where applicable, to the [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#).

4.1. Traceability of minerals

At a minimum, Suppliers shall provide CROSSCALL with a report on the source of any gold, tin, tantalum, tungsten, cobalt, and mica minerals found in its products, components and/or spare parts provided to CROSSCALL using the latest versions of the [CMRT](#) and [EMRT](#) reporting templates provided by the [Responsible Mineral Initiative \(RMI\)](#). This reporting will be provided on a yearly basis. Suppliers are expected to use this information to perform due diligence on their supply chain in accordance with the [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#).

4.1.1. Compliance with the EU Battery Regulation

Article 49 of the EU Batteries Regulation 2023/1542 requires companies to establish and operate a system of controls and transparency regarding the supply chain for any batteries they place on the market.

CROSSCALL requires its Suppliers to provide CROSSCALL with all of the chain of custody and due diligence information necessary to comply with this regulation. Suppliers shall keep record of their due diligence documentation for ten (10) years, in compliance with the regulation.

CROSSCALL's Suppliers shall pass these requirements to their own suppliers. If the Supplier or CROSSCALL identifies any High-Risk locations of smelters/ refiners in the supply chain, the Supplier must demonstrate to CROSSCALL that it is taking steps to address risks or require from smelters/ refiners in the supply chain to manage and prevent negative environmental or social impacts from occurring.

CROSSCALL reserves the right to suspend trading with a supplier that repeatedly fails to comply after having been provided with the opportunity to remediate the situation upon reasonable time to be decided by CROSSCALL.

Suppliers that are unable to comply with these requirements because they do not have access to the information must provide any information they can such as country locations of smelters/ refiners to CROSSCALL, so that CROSSCALL can assess the risks in its battery supply chains. Suppliers must provide adequate evidence to CROSSCALL (in its discretion) that they are taking steps to collect missing Chain of Custody information.

CROSSCALL recommends that smelters/ refiners processing battery materials become RMI Assured in order to aid the collection of Chain of Custody information to downstream supply chain operators.

5. WHISTLEBLOWING

CROSSCALL has set up a whistleblowing platform to collect any alerts, particularly in relation to the content of this Supplier CSR Code. This system can be accessed by anyone and allows for the identity of the person submitting the report to be kept anonymous, along with the information collected within this framework. You can access the reporting system via the following address: <https://crosscall.whistlelink.com/>

6. NON-COMPLIANCE, AUDITING, AND REPORTING

Upon request and within a reasonable timeframe, Suppliers undertake to produce any documentation to demonstrate compliance with the social and environmental principles mentioned in this Supplier Code and/or with any CSR-related allegations the Supplier has made (CSR report, certifications for recycled materials, any CSR assessments such as JAC, SA8000, BSCI, RBA, others, etc.)

To ensure compliance with this Supplier CSR Code, CROSSCALL reserves the right to perform audits or CSR assessments conducted either by CROSSCALL employees or by third party providers. Deadlines for such audits will be mutually agreed to.

Supplier shall not have manufacturing operations in, recruit labor or source materials, products, or services directly or indirectly from regions where CROSSCALL and third-party providers cannot access and conduct a comprehensive, independent evaluation of Supplier's compliance with this Supplier CSR Code.

CROSSCALL seeks relationships with Suppliers that are committed to manufacturing products and providing services under fair and safe labor conditions, sound environmental practices and ethical business practices. If CROSSCALL determines that a particular Supplier or facility does

not comply with this Supplier CSR Code, the Supplier will cooperate with CROSSCALL to develop and implement an appropriate corrective action plan.

Material breach of this Supplier CSR Code by the Supplier shall be deemed by CROSSCALL to be a material breach entitling CROSSCALL to exercise its rights under the main contractual documents. For this purpose, this Supplier CSR Code is considered an addendum to the main contractual documents. Under all circumstances, Suppliers are responsible for taking immediate remediation measures and informing CROSSCALL, in writing and as promptly as possible, if any breaches of this Supplier Code are reported and proven within their value chain.