



Supplier Code of Conduct

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1. Introduction

Corporate integrity, responsible product sourcing, environmental responsibility, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Casa Systems, Inc. and its affiliated entities (collectively, the “Company” or “we”). These principles are reflected in this Supplier Code of Conduct (“Supplier Code”). Our Supplier Code is aligned with the following:

- The International Bill of Human Rights (<https://www.un.org/en/universal-declaration-human-rights/index.html>).
- The Fundamental Conventions of the International Labour Organisation (<https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>).
- The OECD Guidelines for Multinational Enterprises (<https://legalinstruments.oecd.org/en/instruments/OECD-LEGAL-0144>).
- The UN Guiding Principles on Business and Human Rights (https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf).
- The Ten Principles of the UN Global Compact (https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf).

We require our Suppliers to adhere to the standards set out in this Supplier Code. “Suppliers” refers to any third party that provides goods or services to the Company for compensation, including, but not limited to, our direct and indirect suppliers, manufacturers, labor providers, logistic providers, distributors, and licensors, including their parent, subsidiary, and affiliate entities.

We expect our Suppliers to communicate to their workers the standards set out in this Supplier Code throughout their business operations and implement appropriate management systems, policies, procedures and training to effectuate these standards. Our Suppliers are also responsible for ensuring that any subcontractors or suppliers in their own supply chains adhere to the standards set out in this Supplier Code.

We require our Suppliers to abide by all applicable national, provincial, state, and local laws and regulations in the markets in which they operate; however, where local laws or regulations differ from the standards set out in this Supplier Code, we expect our Suppliers to comply with the more stringent standards.

In the spirit of continuous improvement, we are committed to working with and supporting our Suppliers to meet, and when possible, exceed, the standards set out in this Supplier Code.

2. Slavery and Human Trafficking

We do not tolerate any form of abusive, forced or compulsory labor in our supply chain, including, without limitation, slavery, human trafficking, bonded or indentured labor, or prison labor. We require that all labor in our supply chain be voluntary and that workers be allowed freedom of movement without delay, hindrance, or the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation. Freedom of movement includes each worker's right to leave work facilities without retaliation (a) at the end of each workday, (b) to attend to reasonable health and safety needs, and (c) as circumstances may reasonably dictate, such as to attend to personal or family emergencies. Without limiting the preceding, our Suppliers must:

- Provide workers, in advance of employment, accurate and understandable information about the basic terms of their employment, including their rights and responsibilities, as well as their wages, hours and holidays.
- Not require any worker to surrender control over original identification papers or documents that give a foreign worker the right to work in the country, give a foreign worker the right to enter or leave the country, or evidence the worker's age.
- Not require any worker (or their spouse or family member) to, directly or indirectly, pay recruitment or other fees (monetary or in-kind), make financial guarantees, or incur debt or other financial obligations as a condition to the right to work or otherwise.
- Allow workers to terminate their employment or work arrangement without restriction or the threat or imposition of any discipline, penalty, retaliation, or fine or other penalty.

3. Child Labor

We do not tolerate in our supply chain, and are committed to the elimination of, the "worst forms of child labor," as defined by ILO Convention Nos. 138 and 182. Without limiting the preceding, our Suppliers must:

- Adhere to a minimum age for workers that is the greater of: (a) 15 years of age (or 14 years where local law allows, consistent with ILO Convention Nos. 138 and 182); (b) the age for completing mandatory or compulsorily education; or (c) the minimum age established by law in the jurisdiction of employment.
- Not employ workers under the age of 18 if such employment would interfere with their schooling or vocational education.
- Comply with all legal requirements for the work of authorized young workers, including, without limitation, those pertaining to hours of work, wages, safety, working conditions and the handling of certain materials.
- Not require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work that, by its nature or the circumstances in which the

work is undertaken, involves substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

4. Freedom of Association and Collective Bargaining

We respect the rights of workers to freedom of association and collective bargaining across our supply chain. Our Suppliers must respect, protect and not interfere with the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining. Without limiting the preceding, our Suppliers must not:

- Take any action to prevent or suppress workers' exercise of freedom of association or collective bargaining rights.
- Discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights or who raises collective bargaining compliance issues.
- Discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join or not join a union.
- Not obstruct alternative means of freedom of association in cases where freedom of association is restricted by local law.

5. Compensation and Benefits

We are committed to upholding applicable laws and collective bargaining agreements regarding compensation and benefits for individuals employed or contracted throughout our supply chain. We encourage our Suppliers to work toward paying a wage that is sufficient for workers to meet their basic needs and provide some discretionary income, and in no event less than the minimum wage and any associated statutory benefits required by applicable law. Our Suppliers' obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship and probation. Without limiting the preceding, our Suppliers must:

- Pay wages and benefits on time, and no less frequently than monthly.
- Provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime and bonus), and deductions.
- Ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation.
- Maintain proper documentation of wage payments for internal records.
- Not make any deductions from wages, except income tax withholding and those that are legally allowed.
- Pay overtime hours at the legally mandated premium, or if there is no mandated premium, in line with the guidance provided by ILO Convention No. 1 (the rate of pay for overtime shall not be less than one-and-one-quarter times the regular rate).

- Not use temporary labor arrangements, including the excessive use of fixed-term contracts, labor-only contracting, sub-contracting, home-working or apprenticeship schemes, to avoid obligations to workers under labor laws and regulations.
- Provide equal remuneration for men and women workers for work of equal value.

6. Work Hours

We are committed to upholding applicable laws and collective bargaining agreements regarding work hours for individuals employed or contracted throughout our supply chain. Working hours should reflect applicable legal norms. Work hours and schedules should not be excessive or negatively affect employees' health or safety. Overtime hours must be voluntary. Without limiting the preceding, our Suppliers must:

- Not require or allow workers to work more than the maximum legally permitted number of hours worked per week.
- Ensure that work schedules and rest periods are consistent with applicable local legal requirements.
- Allow workers to take reasonable rest breaks (including bathroom and lunch breaks).
- Allow workers to take at least one regularly scheduled day off per seven-day schedule.
- Allow workers to take paid or unpaid leave as allowed by applicable law without restriction or the threat or imposition of any discipline, penalty, retaliation, or fine or other penalty.
- Use an industry-accepted time-keeping system to track workers' work hours.

7. Non-Discrimination

We do not tolerate any form of discrimination in our supply chain. We are committed to diversity and inclusion in the workplace. Discrimination in the workplace that is based on the grounds of an individual's race; color; gender; age; national origin; religion; citizenship status; political opinion; marital status; sexual orientation; gender identity or expression; transgender status; physical or mental disability; protected veteran status; engaging in, or refraining from engaging in, protected union activity; genetic information; actual or planned pregnancy (including childbirth and related medical conditions, including those related to lactation); or other categories protected by applicable law goes against our values and is strictly prohibited. Our Suppliers must base hiring and employment decisions, including those relating to compensation, benefits, promotion, training and development, discipline, and termination solely on workers' skill, ability, experience and performance.

8. Harassment

We do not tolerate any form of harassment, sexual or otherwise, in our supply chain. We require our Suppliers to treat all workers with dignity and respect and provide a workplace that is free of harassment, violence or threats of violence, and any forms of physical or mental bullying. Our

Suppliers must implement policies and procedures to identify and stop harassing behavior that has the purpose or effect of creating an intimidating, hostile or offensive work environment, or has the purpose or effect of unreasonably interfering with an individual's work performance.

9. Retaliation

We do not tolerate retaliation against workers who exercise basic human or workers' rights (as articulated in this Supplier Code or otherwise) or who raise concerns or questions in good faith about actual or potential instances of: violations of this Supplier Code, violations of applicable law, health and safety issues, discrimination, harassment, workplace violence, bullying, or breaches of personnel or conduct policies. Our Suppliers must not allow any worker to suffer retaliation, harassment, disciplinary action or adverse employment consequence in connection with any such actions.

10. Health and Safety

We require our Suppliers to provide workers with a safe, healthy and sanitary working environment. Our Suppliers must implement procedures and safeguards to prevent both general and industry-specific workplace hazards, and work-related accidents and injuries. Such procedures and safeguards include those relating to health and safety inspections, equipment maintenance, maintenance of facilities, worker training covering the hazards typically encountered within the scope of work, fire prevention, and documentation and recordkeeping. Without limiting the preceding, our Suppliers must:

- Provide workers adequate and appropriate personal protective equipment to protect against hazards typically encountered within their scope of work.
- Support workers' rights to refuse and report unsafe or unhealthy working conditions, regardless of role, title or responsibility, without fear of disciplinary action, dismissal, discrimination or retaliation.
- Provide workers training on appropriate occupational health and safety policies and procedures, including emergency evacuation procedures, prior to employment and then on a regular basis in workers' primary language(s).
- Not impose unreasonable limitations on workers' access to toilets, rest breaks or lactation breaks.

11. Facilities

We require our Suppliers to ensure that their facilities meet all applicable building codes and industry design and construction standards; post safety rules, inspection results, incident reports, and permits, in each case, as required by law; obtain and maintain all construction approvals required by law; and obtain and maintain all zoning and use permits required by law. Without limiting the preceding, our Suppliers must ensure that their facilities have:

- adequate evacuation plans;

- adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles and stairwells;
- a sufficient number of emergency exit doors that are unlocked (from the inside) and that are readily opened from the occupied side and swing in the direction of emergency travel;
- visible and accurate evacuation maps posted in the local language;
- adequate ventilation and air circulation;
- adequate lighting;
- adequate first aid kits and stations;
- adequate fire safety, prevention, alarm and suppression systems;
- adequate access to potable water; and
- adequate access to private toilet facilities.

If a Supplier provides dining facilities for its workers, the Supplier must provide safe, healthy and sanitary facilities (including food preparation and storage areas) that comply with all health and safety standards, and the Supplier must obtain and maintain all food preparation permits and health certificates required by law.

12. Land Rights

We are committed to following the principles of Free, Prior and Informed Consent (FPIC) of Indigenous Peoples for property or land negotiations. All forms of land grabbing are prohibited. Our Suppliers must adhere to the FPIC principles in all negotiations for property or land, including the use of and transfers of it, and respect the land rights of individuals, indigenous people and local communities affected by sourcing practices, supply chains and operations.

13. Environmental Protection

We are committed to reducing our environmental impact across our supply chain and to supporting sustainable operational practices. We encourage our Suppliers to responsibly and sustainably source raw materials and other inputs, packaging materials, and other goods and services in a way that will help reduce our impact on air, land and water. Without limiting the preceding, our Suppliers must:

- Comply with all applicable environmental laws and regulations including those related to waste disposal, hazardous waste, greenhouse gas emissions, wastewater and toxic substances.
- Characterize, monitor, control and treat as required prior to discharge all air emissions, wastewater and solid waste generated from operations.
- Work across supply chains to minimize deforestation and loss of biodiversity.

- Obtain, maintain and keep current all required environmental permits (e.g., discharge and effluent monitoring records), and follow any operational, registration and reporting requirements.

Additionally, we encourage our Suppliers to consider actively measuring, managing and disclosing environmental impacts in areas such as Greenhouse Gas (GHG) emissions, water and waste, and setting targets and implement action plans for reducing environmental impacts.

14. Business Ethics

We are committed to conducting business ethically and lawfully in countries where we operate across our supply chain. We prefer to do business with Suppliers who demonstrate a strong commitment to ethical behavior. We expect our Suppliers to conduct their business in accordance with the highest ethical standards. Our Suppliers must have controls in place to prohibit and detect the misuse of company assets, corruption, bribery, improper gifts, extortion, embezzlement and even the appearance of conflicts of interest. Our Suppliers' business dealings should be fair, legal and honest, and their books and records should accurately reflect their business dealings.

Our Suppliers must abide by all applicable anti-corruption laws and regulations, including the Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act and applicable international anti-corruption conventions. If our Suppliers extend any business courtesies to our employees, they will do so infrequently, and the courtesies must be of no more than moderate value.

15. Responsible Sourcing

We are committed to complying with laws and regulations requiring disclosure of the use of conflict minerals. Our Suppliers must exercise due diligence to reasonably assure that the minerals they use in their supply chain do not originate from regions associated with armed conflict and do not directly or indirectly finance or benefit groups that are perpetrators of serious human rights abuses. Our Suppliers must also exercise due diligence to reasonably assure that the minerals they use in their supply chain are not supplied by businesses or organizations engaged in slavery or other forms of forced or compulsory labor.

16. Trade Controls

Our Suppliers must comply with all applicable laws, regulations and treaties, as may exist from time to time, relating to the export, import or release of goods and any related materials and technical data, including, without limitation, the United States Bureau of Export Administration's Export Administration Regulations, and the United States Department of State's International Traffic and Arms Regulations.

To the extent any Supplier transports goods for us into the United States, the Supplier must additionally comply with the C-TPAT (Customs-Trade Partnership Against Terrorism) security procedures on the U.S. Customs website at www.cbp.gov (or other website established for such purpose by the U.S. government).

17. Intellectual Property

We are committed to the protection of intellectual property rights. Our Suppliers must respect and protect our intellectual property rights and the intellectual property rights of third parties generally, and refrain from intellectual property infringement, misappropriation and theft.

18. Cyber Security & Privacy

We are committed to the protection of personal data for ourselves, and our employees, business partners and customers. Our Suppliers must protect all information and data received from us, or our business partners or customers, in accordance with industry recognized best practices, applicable law and regulations, and contractual obligations. Such information and data must be kept confidential at all times and not used for any purposes other than the business purpose for which it was provided or made available. All such information and data must be kept confidential and protected from any unauthorized access, destruction, use, modification and disclosure, through appropriate organizational and technical controls. Our Suppliers must comply with all applicable data protection legislation. If any Supplier becomes aware of a security or data privacy breach or suspected breach involving our data, or data of our employees, business partners or customers, the Supplier must notify us immediately.

19. Verification & Documentation

We require our Suppliers to have adequate and effective management systems, policies, procedures, financial documentation and training in place to ensure ongoing compliance with this Supplier Code. We reserve the right to request from our Suppliers information about their compliance with the standards set out in this Supplier Code. We reserve the right to verify compliance through internal and external assessment mechanisms, such as self-assessment questionnaires, announced and unannounced on-site independent third-party audits, and worker well-being surveys. Such audits may inspect Suppliers' facilities, operations, books and records, and may include confidential worker interviews. If instances of non-compliance are observed, we may require the Supplier to take corrective actions. If the Supplier fails to implement the recommended corrective action plans and does not remedy any instance of non-compliance in a timely manner, we may, in our sole discretion and without any further obligation to the Supplier and without liability therefor, suspend purchases, refuse to take delivery under any purchase order and return any goods or services from the Supplier until the corrective actions have been implemented, or we may terminate our business relationship with the Supplier in addition to any other rights or remedies available to us.

We also reserve the right to request that Suppliers disclose information that may pertain to geographical location of facilities that produce any item supplied to us, origin of raw materials produced within their facilities, and environmental performance indicators such as greenhouse gas emissions.

20. Report Violations

Our Suppliers must self-report any violations of this Supplier Code to us. Our Suppliers can also submit questions and comments regarding this Supplier Code to the liaison set out below:

Casa Systems, Inc.

Attention: General Counsel
100 Old River Road
Andover, MA 01810 USA
Tel: +1 978-688-6706 ext 6298
Email: legal@casa-systems.com

We will not tolerate any retaliation or disciplinary action taken by any Supplier against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Supplier Code.

[End of Code]

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