



VENDOR/SUPPLIER CODE OF CONDUCT

ORBCOMM Inc. and its subsidiary and affiliated companies conduct business in an ethical, moral and fair manner with the goal of ensuring that these standards are complied with by our vendors, suppliers and business partners (hereinafter “Business Partners”). ORBCOMM has developed this Code of Conduct with the goal of informing those parties with whom we do business of our expectations regarding minimum moral and ethical standards. While we acknowledge that there are different cultural and legal standards around the world, this code establishes the minimum core standards that are fundamental to the relationship ORBCOMM has with its Business Partners.

Failure to comply with this Code of Conduct will be sufficient cause for ORBCOMM to cease doing business with your organization. As a condition of doing business with ORBCOMM, we reserve the right and you agree to permit ORBCOMM to conduct periodic inspections to verify compliance with this Code of Conduct. All Business Partners must agree to cooperate and to assist ORBCOMM with any and all requested information necessary to demonstrate compliance.

1. General Legal, Moral and Ethical Behavior

ORBCOMM respects the legal, moral and ethical standards of the jurisdictions where we do business. Business Partners are expected to respect both ORBCOMM’s rules and procedures, including this Code of Conduct, as well as those laws, rules, processes and procedures of the countries in which they operate. Further, Business Partners are expected to comply with laws, rules, regulations and conventions related to the conduct of business between countries. All types of fraud, bribery and corruption are forbidden regardless of the country in which Business Partners are operating, or on whose behalf they may be acting. Minimally, Business Partners are expected to comply with the UK Bribery Act, the US Foreign Corrupt Practices Act, and the US Anti-Money Laundering rules, as well all other applicable laws and regulations. ORBCOMM has procedures for Business Partners to confidentially report any suspected case of fraud, bribery or corruption. Business Partners may raise concerns anonymously by calling the Company’s Hotline at (844)-884-0119 or via the Internet (<http://orbcomm.ethicspoint.com/>). International local numbers for the hotline are located on the ethicspoint website. Compliance with US import/export laws are also paramount for ORBCOMM. Business Partners importing and exporting products to, from, or on behalf of ORBCOMM are expected to strictly comply with US and global export laws and must establish procedures and processes to ensure

compliance. ORBCOMM also takes seriously its obligations and expects its Business Partners to cooperate with law enforcement in connection with enforcement and compliance related to the illicit/illegal drug trade.

2. Ban on Child Labor

Child labor is defined in various UN and ILO conventions and in national legislation. Use of child labor is prohibited in the manufacture of products or provision of services. ORBCOMM views a violation of these laws as the employ of any child under the age of 16 or who is younger than the ages legally allowed to work outside compulsory school hours.

3. Ban on Forced Labor and Disciplinary Action

All forms of forced labor are prohibited. All forms of mental and physical coercion, verbal abuse and corporal punishment are prohibited. Indentured servitude, trafficked labor or the forced labor of individuals against their will or subject to coercion or under threat of any kind is prohibited.

4. Working Conditions and Remuneration

Business Partners are expected to comply with minimum compensation requirements including regular and overtime pay, as determined by applicable local legislation. In addition, working hours must conform to applicable local legislation. Working conditions must conform to minimum legal standards to ensure a safe and healthy working environment. Subcontractors within the Business Partner's supply chain are also expected to provide a safe and healthy working environment for its workers and must ensure compliance with all applicable laws.

5. Ban on Discrimination

Discrimination against an employee on grounds of gender or sexual identity, age, religion or ideology, race, ethnic or national origin, social background, or disability and/or any similar kind of discrimination is prohibited.

6. Freedom of Organization and Assembly

The right of employees to engage in collective action including collective bargaining and unionizing should not be restricted. Except where expressly permitted by law, employees should not be penalized for engaging in these activities.

7. Health & Safety in the Workplace

Health and safety in the workplace must be respected. Contravening fundamental human rights in terms of working conditions, equipment and facilities in the workplace is prohibited. Adolescents, if permitted to work in accordance with applicable laws, in particular, should not

be subjected to dangerous, unsafe or unsanitary conditions that may put their health or development at risk. Employees should be given adequate, regular training on health and safety in the workplace. A management executive must be appointed as the overall responsible person for regulating health and safety of employees and for implementing and maintaining health and safety standards in the workplace.

8. Environmental Protection

Business Partners are expected to take into consideration the environmental impact of their business operations and to notify the applicable regulatory authority in the event of an adverse environmental incident.

9. Fair Competition and Anti-Trust

Business Partners must be committed to fair competition and not engage in anti-competitive practices. Business Partners must refrain from restrictive agreements with competitors, suppliers, distributors or trading companies and customers as well as from practices that restrict competition. These include, for example, price-fixing agreements with competitors, sharing customers or sales territories between competitors, anti-competitive boycotts, and the unlawful exchange of competition-sensitive information with competitors as well as other unfair competition methods. Business Partners must have systems in place to prevent, detect, investigate, and respond to allegations or incidents of or relating to restrictive practices.

10. Conflicts of Interest

Our Business Partners must disclose potential or actual conflicts of interest and resolve them as quickly as possible. Business Partners who are affected by a potential or actual conflict of interest in their activities relating to ORBCOMM are required to disclose and resolve it immediately.

11. Export Compliance

Business Partner shall ensure compliance with all applicable export control laws, regulations, rules and policies, including without limitation those of the United States, Canada, E.U., U.K., and any other jurisdiction where ORBCOMM, its vendors, resellers, customers and end users engage in business ("Export Laws"). It is ORBCOMM's policy to obtain the Export Compliance Declaration set forth in Attachment A from all parties (entities or natural persons) involved in the development, manufacture, distribution, resale, or end use of ORBCOMM Technology.

12. Operational Implementation

To help ensure compliance with this Code of Conduct, assist with the implementation, monitoring and support of the requirements described above, Business Partners should

establish policies, procedures and codes of conduct related to each of these standards. In addition, Business Partners should have a reporting mechanism where employees can report breaches of these standards without retaliation for doing so.

Attachment A

EXPORT COMPLIANCE DECLARATION

The company identified below, and all of its employees, affiliates, subsidiaries, and related entities (collectively, the “Company”) hereby acknowledges, agrees, and certifies that:

1. The Company shall comply with all Export Laws and shall obtain any and all licenses or other applicable approvals that may be required by any Export Laws prior to any export, re-export, diversion, transfer, or retransfer of ORBCOMM Technology.
2. The Company shall not sell, resell, transfer, divert, export, re-export, or otherwise dispose of any ORBCOMM Technology to sanctioned individuals or entities, or to sanctioned or embargoed countries (including without limitation, Iran, North Korea, Russia, or Syria), or otherwise in contravention of Export Laws.
3. The Company shall comply with all Export Laws that prohibit the sale, transfer, export, re-export, or other participation in any transaction involving ORBCOMM Technology to, for, or on behalf of individuals or entities that are listed on any of the various restricted or prohibited parties lists including without limitation, those established by the US Departments of Commerce, State, and/or Treasury, and the UK, EU and UN (collectively “Designated Prohibited Parties Lists”).
4. The Company, or any legal entity or natural person that owns or controls (either directly or indirectly) any interest in the Company, as of the date of this Export Compliance Declaration, is not listed on any Designated Prohibited Parties Lists. If the Company, or any legal entity or natural person that controls or owns (either directly or indirectly) any percentage or portion of the Company is at any time added to any of the Designated Prohibited Parties Lists, the Company shall immediately notify ORBCOMM in writing of such change. The notification must be made in writing to compliance@orbcomm.com, with the details to include the name and address of any such party.
5. Each of the Company’s customers, subcontractors, or any other party that the Company engages with relating to ORBCOMM Technology, including their names and addresses (including the shipping addresses if different than the entity registered address) have been and, prior to any export, shall be separately screened (name search, followed by separate search of address or addresses) against the USA Consolidate Screening List

maintained by the US Department of Commerce International Trade Administration, accessible at the URL: <https://www.trade.gov/data-visualization/csl-search>.

6. The Company shall not sell, resell, transfer, divert, export, re-export, or dispose of any ORBCOMM Technology to be used in any activity that includes the development, production, handling, use, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction including, but not limited to, chemical, biological, missile, radiological or nuclear weapons (“CBRN”) or their delivery systems. Nor shall ORBCOMM Technology be used in, at or in connection with any site or facility engaged in such activities or where there exist reasonable grounds to suspect that this is the case.
7. The Company shall not sell, resell, transfer, divert, export, re-export, or dispose of any ORBCOMM Technology for military use in any country subject to an arms, weapons, or other applicable embargo or sanction (including without limitation an embargo or sanction imposed by the US, UK, European Union, or OSCE). Nor shall ORBCOMM Technology be used or made a part of or work with any item that is designed, modified, configured, or adapted for a military application in country subject to an embargo or sanction described in this Section 4.
8. All payments by the Company to ORBCOMM, or payments by ORBCOMM to the Company, shall only be originated from, routed through, and delivered to banks that are not subject to sanctions or otherwise blocked by Export Laws. All such payments shall be made with unblocked/unfrozen funds.
9. It is the Company’s responsibility to notify ORBCOMM immediately if the Company receives a request from any entity seeking to engage in any transaction that could be prohibited by Export Laws. The notification must be made in writing to compliance@orbcomm.com, with the details of the request to include the name and address of the entity, the ORBCOMM Technology they desire to have access to or procure, and the applicable Export Laws prohibition(s).
10. **THE OBLIGATIONS TO COMPLY WITH EXPORT LAWS ARE INDEPENDENT OF THIS EXPORT COMPLIANCE DECLARATION.**
11. The Company shall indemnify, defend, and hold ORBCOMM harmless from and against any third-party claim, including any governmental enforcement action, and any resulting fines, losses, liabilities, damages, and legal fees and costs arising from or relating to any

breach by the Company of the representations set forth in this Export Compliance Declaration, and/or any failure of the Company to comply with Export Laws.

12. By the signature of the undersigned duly authorized person, the Company hereby certifies under the penalties of perjury that all statements set forth in this Export Compliance Declaration are true and correct, and that the Company shall be bound thereby.

Company Name

Street Address

City/State/Zip/Country

By:

Printed Name / Title

Signature of Manager / Officer

Date

Ver2. Effective January 2024

Prepared by: N. Barbuti

Reviewed and Approved by: M. DeNeale