



Document Title
**Landis+Gyr Agent, Distributor, Reseller
 Code of Conduct**

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On behalf of my organization, its group and affiliated companies(hereafter: Third-Party Partner), I acknowledge receipt of the **Landis+Gyr Code of Conduct for Agents, Distributors and Resellers** (hereinafter the Code)*. I hereby confirm that each of our facilities and resources that are used in representing Landis+Gyr or resells products or services from or to Landis+Gyr complies with the terms and conditions in the Code, , and which are summarized below.

EMPLOYMENT PRACTICES: Landis+Gyr believes all workers in our value chain deserve a fair and ethical workplace. Workers must be treated with the utmost dignity and respect, and the Third-Party Partner must respect fundamental human rights.

HEALTH AND SAFETY: The Third-Party Partner must provide its workers with a safe and healthy workplace. Aside from minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production, and worker retention and morale.

ENVIRONMENTAL PRACTICES: The Third-Party Partner shall conduct business operations in a way that protects and sustains the environment, in accordance with applicable laws and regulations.

ETHICS: The Third-Party Partner must uphold the highest standards of integrity in all business interactions and have a zero-tolerance policy regarding any and all forms of unethical business practices.

INFORMATION SECURITY PRACTICES: The Third-Party Partner will implement appropriate technical and organizational security measures in line with all security laws of the locations where it operates or, in the absence of such laws, with industry best practices.

MANAGEMENT SYSTEM: The Third-Party Partner shall establish a management system designed to encourage compliance with this Code, as well as with applicable laws and regulations, to identify and mitigate related operational risks, and to facilitate continuous improvement.

I further acknowledge that each of our directors, workers, suppliers, agents, contractors, and temporary labor agencies involved in the dealings with Landis+Gyr has been made aware of this Code and is in compliance with the terms listed.

Finally, I acknowledge that Landis+Gyr is entitled to terminate for cause any contractual arrangement in the event of any breach of the obligations set out in these documents.

Name:

Title:

Email Address:

Company Name:

Company Address:

.....

.....

Signature:

Date:

Company Stamp:



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Landis+Gyr

Agent, Distributor & Reseller

Code of Conduct

Revision	Date	Created by	Remarks
1.0	01 Mar 2025	Howard Gibson	Introduction of topics; creation of base document



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1. INTRODUCTION

Landis+Gyr Group AG (collectively with its affiliated companies “Landis+Gyr”) conducts its business in accordance with all applicable laws and regulations, and in accordance with the highest standards of business conduct and ethics. Landis+Gyr is also committed to sustainability, which includes respect for fundamental human and labor rights, as well as stringent health, safety, and environmental standards.

Landis+Gyr’s Agent, Distributor & Reseller Code of Conduct (the “Code”) states the central principles, key policies, and procedures governing the cooperation between Landis+Gyr and each of its agents, distributors and resellers (“Third-Party Partners”). The Code ensures that Landis+Gyr’s Third-Party Partners conduct all of their activities in accordance with the law, as well as with the principles of the [UN Global Compact](#) and of the [Responsible Business Alliance](#).

This Code may be amended from time to time. All updates will be shared with Third-Party Partners for review and signature, and published on the Landis+Gyr website, so it is recommended that Third-Party Partners check back periodically for revisions.

2. THIRD-PARTY PARTNER COMPLIANCE

Third-Party Partners must comply with all applicable laws and regulations in all locations where they conduct business. They shall also establish procedures ensuring compliance with the Code. In case of conflict between standards outlined in laws and this Code, Third-Party Partners must comply with the strictest requirement.

As part of its compliance review, Landis+Gyr may require a signed representation from the Third-Party Partner indicating receipt of the Code and compliance with its terms.

Subject to any restriction imposed by law, the Third-Party Partner will promptly and in writing inform Landis+Gyr representative(s) of any concern or non-conformance related to issues governed by this Code. In addition, concerns of misconduct potentially affecting Landis+Gyr can be reported via the SpeakUp System. Landis+Gyr policy prohibits retaliation against any person reporting such a concern in good faith.

Landis+Gyr undertakes due diligence and constantly monitors its Third-Party Partners to ensure compliance with this Code. A Third-Party Partner’s failure to comply with this Code will be sufficient grounds for Landis+Gyr to terminate its business relationship with the Third-Party Partner for cause.

3. VALUE CHAIN AWARENESS AND COMPLIANCE

Third-Party Partners must comply with this Code in all business dealings with Landis+Gyr. Third-Party Partners must also bind all its directors, workers, suppliers, agents, contractors, and temporary labor agencies working with Landis+Gyr, or otherwise involved in the business dealings with Landis+Gyr, to the principles and obligations of this Code.



4. EMPLOYMENT PRACTICES

Landis+Gyr believes all workers in our value chain deserve a fair and ethical workplace. Workers must be treated with the utmost dignity and respect, and Third-Party Partners must respect fundamental human rights.

4.1. CHILD LABOR

Landis+Gyr does not tolerate the use of child labor and will not engage a Third-Party Partner who uses any child labor in any of its facilities worldwide. The Third-Party Partner must engage workers who meet the minimum age required to work in the country where the work is performed or who are over the age of 15, whichever is higher. Workers under the age of 18 must not perform hazardous work or operate heavy machinery.

Landis+Gyr supports the development of legitimate workplace apprenticeship programs for the educational benefit of young people, so long as the same complies with all applicable laws and with this Code. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

4.2. MODERN SLAVERY

As a global industry leader in the manufacture of electricity, gas, and water metering solutions, Landis+Gyr has a responsibility to diligently combat slavery and human trafficking worldwide. As such, Landis+Gyr is committed to preventing slavery and human trafficking in its corporate activities, as well as combating modern slavery in its value chain.

The term “modern slavery” can be defined by reference to existing criminal offences such as slavery and its related offences, including forced labor, deceptive recruiting for labor or services, forced marriage, debt bondage, human trafficking, organ trafficking, and the worst forms of child labor. The latter includes forced or compulsory recruitment of children for use in armed conflict, child prostitution, use of children for illicit activities, and work that is likely to harm the health, safety, or morals of children.

The Third-Party Partner must not traffic workers or in any other way exploit workers using threat, force, coercion, abduction, or fraud. The Third-Party Partner must not use forced labor—slave, prison, indentured, bonded, or otherwise—in any of its facilities worldwide. Working must be voluntary, and workers must be free to leave work and to terminate their employment status with reasonable notice. The Third-Party Partner must not require workers to surrender government issued identification, passports, or work permits as a condition of employment.

4.3. DISCIPLINARY PRACTICES

The Third-Party Partner must not engage in or permit physical, verbal, or psychological abuse or coercion as a means of discipline or control. This includes threats of violence, harassment, or unreasonable restrictions on entering or exiting work and residential facilities (where the latter is provided by the Third-Party Partner).



4.4. WORKING HOURS

The Third-Party Partner must ensure working hours, including the number of hours and days worked, are not to exceed the maximum set by applicable local laws and regulations. In the absence of local law, a work week shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

4.5. WAGES AND BENEFITS

The Third-Party Partner must compensate its workers fairly, in compliance with all applicable laws and regulations relating to minimum wages, overtime hours, and other legally mandated benefits (e.g., paid time off, social security contributions, etc.).

The Third-Party Partner may never deduct or withhold or threaten deduction from or withholding of wages as a disciplinary measure. For each pay period, the Third-Party Partner shall provide workers with a timely and understandable wage statement that includes sufficient information to verify the accuracy of compensation versus the work performed.

All use of temporary, dispatch, and outsourced labor will be within the limits of the local law.

4.6. NON-DISCRIMINATION

Landis+Gyr does not tolerate discrimination of any kind—including race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information, or marital status—in hiring and employment practices such as wages, promotions, rewards, and access to training.

Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way. This was drafted in consideration of ILO Discrimination (Employment and Occupation) Convention (No.111).

4.7. FREEDOM OF ASSOCIATION

The Third-Party Partner must respect the rights of workers to associate freely, join workers' organizations, seek representation, bargain collectively, engage in peaceful assembly, or refrain from any such activities, as permitted by and in accordance with applicable laws and regulations. The Third-Party Partner shall ensure workers can engage in such acts without fear of discrimination, reprisal, intimidation, or harassment.

4.8. HARASSMENT

The Third-Party Partner must operate a zero-tolerance policy for any form of harassment—including sexual harassment—in the workplace, treat all incidents seriously, promptly investigate all allegations of harassment, and fairly and adequately impose disciplinary action up to and including dismissal from employment.



5. HEALTH AND SAFETY

The Third-Party Partner must provide its workers with a safe and healthy workplace. Aside from minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production, and worker retention and morale.

5.1. EXPOSURE TO HAZARDS

The Third-Party Partner shall identify, evaluate, and control worker exposure to any hazards, in particular hazardous chemical, biological, and physical agents where applicable. Potential hazards are to be eliminated or controlled through proper design, engineering, and administrative controls, safe work procedures, or preventative maintenance. When hazards cannot be adequately controlled by such means, workers are to be provided with and use appropriate, well-maintained, personal protective equipment.

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled. Workers must have the right to refuse unsafe working conditions without fear of reprisal until management adequately addresses their concerns.

The Third-Party Partner must also implement a regular machinery maintenance program, where applicable. Production and other machinery must be routinely evaluated for safety hazards where applicable.

5.2. EMERGENCY PREPAREDNESS

Third-Party Partners shall identify and plan for potential emergency situations, as well as implement and train their workers on response systems. Emergency drills must be executed at least annually or as required by local law, whichever is more stringent. Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

5.3. OCCUPATIONAL INJURY AND ILLNESS

Procedures and systems are to be in place to prevent, manage, track, and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide reasonable medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

5.4. INDUSTRIAL HYGIENE

Worker exposure to chemical, biological, and physical agents is to be identified, evaluated, and controlled according to the Hierarchy of Controls, where applicable. If any potential hazards are identified, participants shall look for opportunities to eliminate and/or reduce the potential hazards. If elimination or reduction of the hazards is not feasible, potential hazards are to be controlled through proper design, engineering, and administrative controls. When hazards cannot be adequately controlled by such means,



workers are to be provided with and use appropriate, well-maintained, personal protective equipment free of charge, where applicable. Protective programs shall be ongoing and include educational materials about the risks associated with these hazards.

5.5. PHYSICALLY DEMANDING WORK

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled, where applicable.

5.6. MACHINE SAFEGUARDING

Production and other machinery shall be evaluated for safety hazards where applicable. Physical guards, interlocks, and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers where applicable. Appropriate training shall be provided to workers and instructions for all production machinery shall be available onsite for worker consultation.

5.7. SANITATION, FOOD AND HOUSING

Workers must be provided with reasonable access to clean toilet facilities and potable drinking water. If the Third-Party Partner provides a canteen or other food accommodations, they shall include sanitary food preparation, storage, and eating accommodations. If the Third-Party Partner provides residential facilities for their workers, they shall provide clean and safe accommodations. In such residential facilities, workers shall be provided with emergency egresses, reasonable and secure personal space, entry and exit privileges, reasonable access to hot water for bathing, adequate heat and ventilation, and reasonable transportation to and from work facilities (if not reasonably accessible by walking).

5.8. HEALTH AND SAFETY COMMUNICATION

The Third-Party Partner shall ensure that workers receive appropriate workplace health and safety information and training, including written health and safety information, and warnings in the primary language of its workers for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards, where applicable. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training is provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

5.9. PERMITS AND REPORTING

The Third-Party Partner shall obtain, keep current, and comply with all required health and safety permits, and follow applicable operational and reporting requirements.

6. ENVIRONMENTAL PRACTICES

The Third-Party Partner shall provide products and conduct business operations in a way that protects and sustains the environment, in accordance with applicable laws and regulations.



6.1. ENERGY MANAGEMENT

The Third-Party Partner shall implement a systematic approach to conserve energy consumption and to reduce the related environmental, economic, and energy supply security impacts. Where possible without compromising environmental conditions for product manufacture or supply (where applicable), the Third-Party Partner shall implement cost-effective methods for improving energy efficiency and minimizing energy consumption.

6.2. WATER MANAGEMENT

The Third-Party Partner shall implement a systematic approach to identify, control, and reduce wastewater produced by its operations, as well as to prevent the contamination of stormwater runoff.

6.3. WASTE MANAGEMENT

The Third-Party Partner shall implement a systematic and sustainable approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous and non-hazardous waste, where applicable.

The Third-Party Partner must comply with all applicable laws and regulations regarding the labelling, recycling, and disposal of chemicals and materials, especially those materials designated as hazardous waste, where applicable. Hazardous waste refers to any substance or object that the Third-Party Partner discards or intends or is required to discard, and that displays one or more of the following properties: explosive, oxidizing, irritant (can cause skin irritation and eye damage), toxic, carcinogenic, corrosive, infectious, toxic for reproduction, sensitizing.

6.4. EMISSIONS AND POLLUTION PREVENTION

The Third-Party Partner must endeavor to reduce or eliminate waste of all types by implementing appropriate conservation measures in its facilities, in its maintenance and production processes, and by recycling, re- using, or substituting materials. Emissions and discharges of pollutants and generation of waste are to be minimized or, where possible, eliminated at the source.

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. The Third-Party Partner shall conduct routine monitoring of the performance of its air emission control systems, where applicable.

6.5. NO ADVERSE EFFECTS ON THE LOCAL COMMUNITY

The Third-Party Partner shall conserve the use of natural resources, including water, fossil fuels, minerals, and virgin forest products, and protect the communities and environment that surround its facilities. Where conservation is impossible, the Third-Party Partner shall consider alternative practices such as modifying production, updating maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.



6.6. ENVIRONMENTAL PERMITS AND REPORTING

The Third-Party Partner must obtain and keep current all required environmental permits, approvals, and registrations, and comply with applicable operational and reporting requirements, where applicable.

6.7. MATERIAL RESTRICTIONS

The Third-Party Partner must adhere to all applicable laws, regulations, and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

7. ETHICS

The Third-Party Partner is expected to uphold the highest standards of integrity in all business interactions and to have a zero-tolerance policy regarding any and all forms of unethical business practices.

7.1. FAIR BUSINESS, ADVERTISING, AND COMPETITION

The Third-Party Partner must uphold fair business standards in advertising, sales, and competition.

7.2. NO IMPROPER ADVANTAGE

Corruption, extortion, embezzlement, and/or grant of unlawful or unethical benefits, in any form or manner, are strictly prohibited. The Third-Party Partner may not offer or accept bribes or other means of obtaining undue or improper advantage. This prohibition covers promising, offering, authorizing, giving, or accepting anything of value, either directly or indirectly through a third party, to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

7.3. DISCLOSURE OF INFORMATION

All business dealings should be transparently performed and accurately reflected on the Third-Party Partner's business books and records. Information regarding participant labor, health and safety, environmental practices, business activities, structure, financial situation, and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the value chain are unacceptable and may result in the termination of the business relationship.

7.4. PROTECTION OF IDENTITY AND NON-RETALIATION

The Third-Party Partner must provide an anonymous complaint mechanism for managers and workers to report workplace grievances, and protect whistleblower confidentiality where permitted by law. The Third-Party Partner must prohibit retaliation where a complaint is made in good faith. Furthermore, the Third-Party Partner's workers must be free to voice their concerns to Landis+Gyr through its external SpeakUp and whistleblowing channels.



7.5. INTELLECTUAL PROPERTY

The Third-Party Partner is expected to respect intellectual property rights and safeguard all stakeholder information (including customer, supplier and employee). The Third-Party Partner must therefore manage technology and process information in a manner that protects intellectual property rights.

7.6. PRIVACY

The Third-Party Partner agrees to obtain, process, transfer, and store personal data in compliance with applicable data protection laws and in such a way that the same is protected from third-party infringement and/or improper use. Such personal data may not be disclosed without informed consent from the data subject, except as dictated by applicable local laws.

7.7. RESPONSIBLE SOURCING OF MINERALS

To avoid the direct or indirect financing of armed groups that are perpetrators of serious human rights abuses, the Third-Party Partner must adopt policies and establish systems to procure cobalt, tantalum, tin, tungsten, and gold from sources that have been verified as conflict free. The Third-Party Partner must undertake due diligence procedures to ensure that such policies are being complied with and must make any such due diligence measures available to customers upon request.

8. INFORMATION SECURITY

At Landis+Gyr, we are committed to upholding the highest standards of information security for all company, customer, supplier, and partner information. Therefore, the Third-Party Partner must comply with all security laws of the locations where it operates, as well as with specific contractual obligations agreed upon with Landis+Gyr.

8.1. SECURITY GOVERNANCE

The Third-Party Partner shall establish clearly defined roles, responsibilities, and accountabilities within their organization for IT and Information Security. The Third-Party Partner shall develop and maintain formal written information security policies, standards, and processes.

8.2. TRAINING

Committed to safeguarding the information, every individual within the company has a vital role to play in protecting and securing information. Therefore, the Third-Party Partner (1) shall conduct annual information security awareness training for all their employees; (2) shall provide regular and ongoing training to management, employees, agents, contractors, and other individuals with access to IT infrastructure and/or relevant information systems; (3) where relevant, the Third-Party Partner shall provide specific information security training related to its contractual provisions with Landis+Gyr.

8.3. COMPLIANCE MONITORING AND DOCUMENTATION

To ensure the effectiveness of Information Security governance, Landis+Gyr reserves the right to request that the Third-Party Partner conducts a self-assessment to gauge their compliance with the privacy and information security standards and regulations. Additionally, Landis+Gyr may initiate audits of the Third-



Party Partner’s data security systems and procedures to confirm alignment with the principles outlined in this Code.

In adherence to applicable laws and regulatory constraints, the Third-Party Partner is obligated to provide Landis+Gyr, upon written request, with comprehensive documentation pertaining to its Information Security Practices, as outlined in this section.

8.4. INTRUSION DETECTION AND RESPONSE

The Third-Party Partner shall implement appropriate technical and organizational security measures, aligning with industry best practices. These measures serve to safeguard any unauthorized or unlawful processing of Landis+Gyr data held by the Third-Party Partner. Furthermore, they provide protection against accidental loss, destruction, alteration, disclosure, or damage to Landis+Gyr data.

The Third-Party Partner is also required to maintain comprehensive policies and procedures to detect, monitor, document, and respond to actual or reasonably suspected unauthorized information disclosures. Moreover, the Third-Party Partner is encouraged to foster a culture of incident reporting. In the event of a known or suspected breach involving its own information or that of a Landis+Gyr customer, partner, or another supplier, the Third-Party Partner must promptly notify Landis+Gyr's Chief Security Officer, potentially through the company's public online channel on the Landis+Gyr website, or using the dedicated email address: CyberSecurity@landisgyr.com.

8.5. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Third-Party Partner shall maintain and annually test Business Continuity and Disaster Recovery plans in support of contract deliverables.

9. MANAGEMENT SYSTEM

The Third-Party Partner shall establish a management system designed to encourage compliance with this Code and applicable laws and regulations, to identify and mitigate related operational risks, and to facilitate continuous improvement.

9.1. COMPANY COMMITMENT

The Third-Party Partner shall develop a corporate social, ethical, and environmental responsibility statement affirming the Supplier’s commitment to compliance and continual improvement.

9.2. MANAGEMENT ACCOUNTABILITY AND RESPONSIBILITY

The Third-Party Partner shall clearly identify the company representatives responsible for ensuring implementation and periodic review of the status of the Third-Party Partner’s management systems.

9.3. LEGAL AND CUSTOMER REQUIREMENTS

The Third-Party Partner must develop and implement a process to identify, monitor, and understand applicable laws and regulations, as well as the additional guidelines imposed by this Code.



9.4. RISK ASSESSMENT AND MANAGEMENT

The Third-Party Partner must develop a process to identify environmental, health and safety, and labor practice risks associated with their operations, determine the relative significance of each risk, and implement appropriate procedures and controls to ensure regulatory compliance to control the identified risks. Risk assessments for health and safety must include warehouse and storage facilities, plant and facility support equipment, laboratories and test areas (where applicable), bathrooms, kitchens, cafeterias.

9.5. IMPROVEMENT OBJECTIVES

The Third-Party Partner shall develop written standards, performance objectives, targets, and implementation plans aimed at improving the Third-Party Partner social, ethical, and environmental performance, including a periodic assessment of its performance against those objectives.

9.6. COMMUNICATION AND TRAINING

The Third-Party Partner must develop and implement a process for communicating clear and accurate information about its policies, practices, expectations and performance to workers, customers, and its own value chain. The Third-Party Partner shall also offer appropriate training programs for directors, managers, and other workers to assist with the implementation of its policies, procedures, and improvement objectives, as well as to meet applicable legal and regulatory requirements.

9.7. WORKER FEEDBACK AND PARTICIPATION

The Third-Party Partner shall develop and implement an ongoing process to obtain feedback on processes and practices related to principles of this Code and to foster continuous improvement.

9.8. AUDITS AND ASSESSMENTS

The Third-Party Partner shall undertake periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of this Code, and partner contractual requirements related to social and environmental responsibility. The Third-Party Partner must provide a copy of such audit reports for inspection upon request from Landis+Gyr.

9.9. CORRECTIVE ACTION PROCESS

The Third-Party Partner shall develop and implement a process for timely detection and adjustment of any deficiencies identified by an internal or external audit, assessment, inspection, investigation, or review.

9.10. DOCUMENTATION AND RECORDS

The Third-Party Partner shall create and maintain documentary records in such a manner to ensure regulatory compliance and conformity with the principles of this Code.