

BELDEN SUPPLIER CODE OF CONDUCT

I. OVERVIEW

The Belden Supplier Code of Conduct (the “Code”) helps to ensure that Belden Inc. and its affiliates and subsidiaries (collectively, “Belden”) do business with reputable business associates committed to Belden’s ethical standards and business practices. The Code applies to the people and companies (“Suppliers”) that do business with Belden. Belden expects its Suppliers to act in a manner compatible with standards that contribute to Belden’s outstanding reputation. Belden expects that its global Suppliers conform to the following:

II. CODE OF CONDUCT

1. General Principle

Belden Suppliers must operate in full compliance with applicable laws and regulations of the countries in which they operate, and also in compliance with this Code.

2. Child Labor

Suppliers shall comply with applicable local child labor laws and employ only workers who meet the applicable minimum legal age requirement for their location. Suppliers shall not employ children under the age of 15 or, in those countries subject to the developing country exception of the International Labor Organization (ILO) Convention 138, to employ no workers under the age of 14.

3. Compensation and Working Hours

Suppliers shall comply with applicable wage and hour labor laws including those related to minimum wages, overtime hours and legally mandated benefits.

4. Discrimination

Suppliers shall not tolerate unlawful discrimination in the workplace. Suppliers shall comply with applicable local laws concerning discrimination in hiring and employment practices.

5. Environment

Suppliers shall consider the impact their operations have on the environment and reduce that impact where practicable to protect the environment. Suppliers shall comply with Belden’s environmentally preferable material standard as well as the applicable environmental laws and regulations in the countries in which they operate.

6. Forced Labor

Suppliers shall not use forced or involuntary labor including, but not limited to, prison labor, indentured labor, slave labor, human trafficking, or other forms of compulsory labor. Furthermore, Supplier shall not use or utilize, and shall take reasonable steps to ensure your supply chain does not use or utilize, the labor of any North Korean citizen or national in the manufacture or procurement of your products, in whole or in part.

7. Freedom of Association

Suppliers shall recognize and respect rights of workers to join organizations of their own choosing or to refrain from joining organizations. Suppliers shall respect the rights of workers to bargain collectively through representatives of their own choosing where a union has been chosen in accordance with applicable laws and regulations.

8. Gifts and Gratuities

Suppliers shall not offer, pay, or accept kickbacks, bribes or other improper payments or benefits prohibited by law. Belden strictly prohibits Suppliers from offering to, or accepting from, Belden representatives or associates any business gifts, hospitality, meals, entertainment or other favors that do not satisfy any of the following requirements: 1) for a legitimate business purpose and consistent

with common courtesies usually associated with accepted business practices; 2) nominally-valued; 3) not extravagant in nature; 4) infrequent; and 5) not intended to sway business decisions. Cash gifts or gratuities, regardless of amount, are strictly prohibited. Any Supplier that violates this policy risks immediate loss of all existing and future Belden business.

9. Health and Safety

Suppliers shall provide a reasonably safe working environment supportive of accident prevention and minimizing exposure to health risks. Suppliers shall comply with all applicable safety and health laws and regulations in the countries in which they operate.

10. Conflict Minerals

Suppliers shall source minerals, derivatives of minerals, and other raw materials in a manner that respects human rights. Suppliers shall avoid directly or indirectly financing or benefiting armed groups in the Democratic Republic of Congo (DRC) and/or its adjoining countries. Suppliers are required, from time to time, to certify that all materials and products supplied to Belden either: i) do not contain tantalum, tin, tungsten or gold; or ii) if they do contain those elements, Suppliers shall cooperate with Belden in determining the country of origin and the source (including the applicable smelter) and chain of custody of those elements. Suppliers shall also comply with Belden's Conflict Minerals Policy at www.belden.com/resources/sustainability/social, which outlines expectations for sourcing of 3TG materials.

11. Prohibition of Corruption and Bribery

Suppliers shall tolerate no form of and not engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

III. COMPLIANCE VERIFICATION

Belden may from time to time request information or access for purposes of verifying compliance by Supplier. In the event Belden provides such a request and is not reasonably satisfied with the Supplier's response, Belden may, in its sole discretion, decline to make further purchases under any agreement between Belden and Supplier.

IV. APPLICATION TO SUBCONTRACTORS

Supplier shall cause its subcontractors to comply with the provisions of this Code as if it were Supplier itself.

V. EVENT OF VIOLATION

Suppliers shall take necessary corrective actions to promptly remedy identified noncompliance with this Code. Belden reserves the right to take any action it deems appropriate, which may include termination of its business relationship, with any Supplier who is unwilling or unable to comply with this Code.

VI. NON COMPLIANCE REPORTING

Violations of the Belden Supplier Code of Conduct may be confidentially reported, including anonymously, through the Belden Compliance Team (consisting of the Legal Department and the Internal Audit Department), at 1-800-461-9330 (USA and Canada), or online at www.belden.com/ethics (This web site contains local dialing numbers for jurisdictions outside of the USA and Canada).

VII: GOVERNANCE

This Code is governed by Belden's Senior Management team, which reports to the Board of Directors.



DECLARATION OF THE SUPPLIER

To: Belden Inc. and its affiliates and subsidiaries

We hereby declare the following:

1. We have received a copy of the “Belden Supplier Code of Conduct” (hereinafter “Code of Conduct”) and hereby commit ourselves, in addition to our commitments set out in agreements with Belden, to comply with its principles and requirements.
2. We will provide Belden upon request with a written self-assessment as required by Belden within a reasonable time after such request.
3. We agree that should the information provided to Belden to verify compliance with the Code of Conduct not be sufficient, Belden or an authorized third party may carry out inspections or audits on our premises at an agreed date and time. If we unreasonably fail to agree on a date and time for an inspection or audit, we will be deemed to be violation of the Code of Conduct.
4. We confirm that we shall ensure that our suppliers meet and comply with the principles and requirements of this Code of Conduct.
5. We agree that this declaration will be subject to the substantive law which is set out in agreements concluded between Belden and us and that, in the event no such agreement is yet established, such will be subject to the substantive law of the State of Delaware without regard to any of its conflict of law rules.

Signature

Printed Name/Title

Date

Supplier Name

Company Seal

This document must be signed by an authorized representative of the company and returned to Belden within 7 business days of receipt.