



BRILLIANT

SUPPLIER CODE OF BUSINESS CONDUCT

1. Supplier Integrity, Ethics Program Expectations

Brilliant Home Technology, Inc. is committed to the highest codes of legal and ethical conduct. In support of this commitment, Brilliant has adopted a Supplier Code of Business Conduct (“Code”). This Code applies to all contractors, consultants and other agents when they are representing or acting on behalf of Brilliant (each a “Supplier”). We require suppliers to maintain an effective integrity, ethics and compliance program and to meet the requirements of this Supplier Standards of Business Conduct.

2. Raising Questions and Reporting

No code or policy can anticipate every situation or provide definitive answers to all questions that may arise. Accordingly, this Code is intended to highlight areas of ethical risk, provide guidance in recognizing and dealing with ethical issues, and establish mechanisms to report unethical conduct. Each of us is responsible for adhering to the codes in this Code, for raising questions if we are in doubt about the best course of action, and for reporting possible misconduct promptly after it comes to our attention.

Suppliers can report concerns or possible misconduct (including complaints or concerns about accounting, internal accounting controls or auditing matters) by contacting Brilliant’s Office of General Counsel or through Brilliant’s ethics email at ethics@brilliant.tech.

Our suppliers should provide their employees with avenues for raising legal or ethical issues or concerns without fear of improper retaliation. Our suppliers should also take action to prevent, detect, and correct any retaliatory actions.

It is important that Brilliant be made aware of circumstances that may indicate possible violations of law or this Code. Brilliant and applicable law prohibit any form of retaliation for raising concerns or reporting possible misconduct in good faith or for assisting in the investigation of possible misconduct.

3. Compliance with Laws

It is Brilliant’s policy to conduct its business in accordance with all applicable laws, rules and regulations of the United States and all countries in which Brilliant does business. Brilliant expects all Suppliers to carry out their responsibilities on behalf of Brilliant in accordance with the law and to refrain from illegal conduct. Our suppliers must act ethically always and ensure the integrity of their operations. Acting with integrity means being accountable for the highest codes of behavior. In addition, our suppliers must comply fully with all applicable laws and regulations, their contractual obligations with us and these Worldwide Code of Conduct.

4. The Responsible Business Alliance (RBA) Code of Conduct

Brilliant expects our Suppliers’ providing goods or services used to produce electronics goods to comply with the RBA (formerly known as Electronics Industry Code of Conduct (EICC) Code of Conduct, which supports our philosophy. Brilliant expects our Suppliers to comply with the RBA code regardless of local business practices or social customs.

For more information on the RBA and to view the RBA Code of Conduct, visit <http://www.responsiblebusiness.org/standards/code-of-conduct/>

5. Conflicts of Interest

Suppliers should avoid business and personal situations that may give rise to a conflict of interest. A “conflict of interest” occurs when an individual’s own interests (including the interests of a family member or an organization with which an individual has a significant relationship) interfere or appear to interfere with the interests of Brilliant. Many conflicts of interest or potential conflicts of interest may be resolved or avoided if they are appropriately disclosed and approved. In



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some instances, disclosure may not be sufficient and Brilliant may require that the conduct in question be stopped or that actions taken be reversed where possible.

6. Protecting Sensitive Information

Brilliant's confidential information is a valuable asset that should be protected. Suppliers are expected to protect the confidentiality of Brilliant's information, to use Brilliant's confidential information only for business purposes, and to limit dissemination of Brilliant's confidential information (both inside and outside Supplier) to those who have a need to know the information for business purposes in accordance with the terms of any applicable agreement between the Brilliant and the supplier.

We require our suppliers properly to handle and protect from improper disclosure any sensitive information, including classified, controlled, proprietary and personal information; competition sensitive information and intellectual property. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner. Suppliers must comply with all contractual obligations and applicable laws, including data privacy laws.

7. Security of Supply Chain

In addition to complying with our security requirements, suppliers are encouraged to implement practices and procedures to ensure the security of their people, property and other assets, including their supply chain. Suppliers are encouraged to participate in the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

8. Intellectual Property

Brilliant respects the intellectual property rights of others. Suppliers are expected to conduct their activities on behalf of Brilliant in a manner consistent with applicable intellectual property laws and other binding obligations governing intellectual property rights, including protection against disclosure, theft and/or infringement of patents, copyrights, trade secrets and trademarks.

9. Anti-corruption

No one acting on behalf of Brilliant may use bribes, kickbacks or other corrupt practices in conducting Brilliant's business. Suppliers must comply with the Foreign Corrupt Practices Act whether located in the United States or abroad. The Foreign Corrupt Practices Act is a U.S. law that generally prohibits giving, offering or promising anything of value to a foreign official, or a foreign political party, candidate or official, for the purpose of influencing them to misuse their official capacity in order to obtain or keep business or direct business to anyone, or gain an improper advantage.

We require our suppliers to refrain from offering or making any improper payments of money (or anything of value) to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action that the government official is already obligated to perform like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Payments made to protect personal safety are permitted where there is an imminent threat to health or safety but must be properly recorded and reported to the buyer representative as promptly as possible under the circumstances.

We require our suppliers to use due diligence to prevent and detect corruption in all business arrangements, including partnerships, subcontracts, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.



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10. Gifts and Business Courtesies

We believe our suppliers should compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage or exercise improper influence. In any business relationship, our suppliers must ensure that the offering, receipt of any gift, or business courtesy is permitted by law and regulation and complies with any contractual obligations, and that any exchanges do not violate the rules and standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices.

Actions taken on behalf of Brilliant should be free from any suggestion that favorable treatment was sought by, received from, or given to individuals or organizations that do business or are seeking to business with Brilliant. Neither Brilliant employees nor Suppliers may solicit or accept gifts, money, services or anything else of value when doing so may influence, or be perceived as influencing, a decision or action. Similarly, neither Brilliant employees nor Suppliers may offer or give gifts, money, services or anything else of value when doing so may influence, or be perceived as influencing, a decision or action.

11. Good Trade Practices

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

Suppliers must comply with any applicable laws and regulations regarding conflict minerals and assist us in meeting our obligations under law and regulation. We report annually to the United States Securities and Exchange Commission on our use of conflict minerals (tantalum, tin, tungsten and gold) originating in the Democratic Republic of Congo (DRC) or any of the DRC's adjoining countries in products manufactured or contracted to be manufactured by the company and are required to conduct due diligence on the use of conflict minerals in our supply chain. Our suppliers must support our efforts to conduct due diligence on the use of conflict minerals in our supply chain, including the identification of products in their supply chain that contain conflict minerals and validating the country of origin of these minerals.

12. Accurate Records

Suppliers must create and maintain accurate records. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on the applicable retention requirements. Suppliers must not falsify or provide fraudulent records, billings or other statements to us or our customers.

Please review this Code carefully and give copies to any of your employees or associates who you believe should be aware of these policies. If you have any questions about this policy, please contact Brilliant's General Counsel.