

Supplier Code of Conduct

Juniper believes that ethical business practices and compliance with laws are essential. Juniper expects its suppliers and partners to also act similarly.

The information contained in this Juniper Supplier Code of Conduct ("the Code") is not a comprehensive, full, or complete explanation of all of the policies, laws, and regulations that may apply to Supplier as a supplier of materials to Juniper.

Any violation of this Code may result in remedial action(s) up to and including termination of contracts or status as a supplier of materials, products, software, and/or services ("Materials") to Juniper.

During the course of providing products, software and/or services to Juniper:

1. Supplier will avoid conflicts of interest. Supplier will not engage in any activity that would interfere with its contractual responsibilities to Juniper or that may be perceived as something that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but not be limited to, the appointment of Supplier employees as directors of Juniper competitors, and maintaining business or ownership interests in Juniper competitors. In the event Supplier becomes aware of a conflict of interest, Supplier will notify Juniper.
2. Supplier will not under any circumstances, while acting on behalf of Juniper or in connection with its business activities generally, offer to pay, pay, or issue authorization to pay any money, make any gift, provide any kickback, or give anything of value (including but not limited to trips, travel, insider information, etc.) to Juniper or its customers, vendors, employees, government officials, etc. that is or could be perceived as intended, directly or indirectly, to: i) improperly influence any business decision, any act or failure to act, any commission of fraud or opportunity for the commission of any fraud, or to obtain any unfair competitive advantage or other business advantage; or ii) which could violate federal or state and local laws or regulations, including but not limited to the Foreign Corrupt Practices Act ("FCPA"), the U. S. Federal Procurement Integrity Act, or the U.K.'s Bribery Act of 2010.
3. Supplier must fully comply with any rules regarding tender and bid processes. Supplier may not offer employment to foreign officials if doing so would violate applicable laws. Supplier must maintain accurate books and records.
4. Supplier must comply strictly with all applicable export and import laws and regulations and not export, reexport, transfer, divert, release, import, or disclose any Juniper products or any direct product thereof, technical data relating to such products, or Juniper confidential information to any other person or entity (nor shall Supplier make any use thereof) except under license or as otherwise permitted under such laws and regulations.
5. Supplier must comply fully with applicable insider trading and securities laws governing transactions in Juniper securities. If Supplier possesses or has access to material, nonpublic information about Juniper, Supplier must use that information solely for the purpose for which it was provided to Supplier. Supplier may not use that information to trade in Juniper securities and Supplier may not provide the information to others so they can trade in Juniper securities. Supplier must have in place an insider trading prevention program to ensure that its employees are not engaging in insider trading. In addition, Supplier may not engage in "short sales" of Juniper securities.
6. Supplier will provide full and timely cooperation with reasonable requests for information by Juniper to enable Juniper to determine Supplier's compliance with its policies and applicable law. Supplier also understands and acknowledges that it is solely responsible for ensuring that all of its directors, agents, officers, employees, subcontractors, etc. fully comply with the provisions stated in this Code and accepts responsibility for their compliance with the terms stated herein.
6. Supplier is encouraged to immediately report events of questionable, fraudulent or illegal nature that are, or may be, in violation of this Supplier Code of Conduct, or other applicable laws or regulations, to Juniper as follows: (1) email ethicshelpline@juniper.net or (2) call the Juniper Ethics Helpline at 1-888-475-8388. Calls to the Ethics Helpline are

received by an independent third-party service specifically retained by Juniper to handle such reports. In countries where applicable, reports can be made anonymously, and will be kept confidential to the fullest extent practicable and allowed by law.

7. Supplier will act with integrity and comply with relevant laws related to data privacy, the proper handling of intellectual property, proprietary information and other competitive data.
8. Supplier will comply with any Juniper branding requirements and guidelines
9. Supplier will comply with all applicable antitrust and fair competition, as well as those laws related to unfair business practices and accurate and truthful marketing.
10. Supplier will comply with the Electronic Industry Citizenship Coalition Code of Conduct ("EICC") (http://www.eicc.info/eicc_code.shtml) or a substantially equivalent code of corporate conduct.
11. In addition to EICC provisions on topics regarding labor (freely chosen employment, child labor avoidance, working hours, wages and benefits, humane treatment, nondiscrimination and freedom of association), Juniper requires that its supply chain exclude human trafficking and involuntary servitude of all types and that its suppliers and their suppliers have effective programs to promote and ensure that and the humane treatment of workers.
12. Supplier will maintain a process by which employees may communicate a grievance to Supplier. Supplier will have a documented policy that details processes for remediation of abuses, including fair treatment of employees. Supplier will also have a policy of non-retaliation for raising grievances.
13. Juniper takes seriously the allegations that the trade of certain minerals sourced from the Democratic Republic of Congo and adjoining countries may be funding violent conflicts in that region. Juniper is aware of the possibility that columbite-tantalite, also known as coltan (the metal ore from which tantalum is extracted); cassiterite (the metal ore from which tin is extracted); gold; wolframite (the metal ore from which tungsten is extracted) or their derivatives from this region ("Conflict Minerals") may be part of the supply chain in the electronics industry. In recognition of the need for more transparency in the minerals supply chain, Juniper has resolved to take steps to reduce the likelihood that our products contain Conflict Minerals and expects the same of our Suppliers and their suppliers. Supplier will exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Juniper upon Juniper's request.
14. Supplier will measure, manage and ultimately reduce its carbon emissions, or will begin the process to do so. Supplier commits either to report its carbon emissions with the CDP (<https://www.cdp.net/supply-chain.asp>), or to participate in an equivalent reporting process.
15. If requested by Juniper, Supplier will provide additional information to ensure adherence to this Code of Conduct. Requests may include, but are not limited to, information on social and environmental practices, social and environmental self-assessments, product content details, environmental metrics and performance targets (e.g., greenhouse gas emissions, water use), social metrics and performance targets (e.g., working hour data, wage information, injury rates), and management system certifications. Monitoring and ongoing resolution of findings are critical for advancing social and environmental responsibility. Supplier will cooperate with formal assessments and audits by Juniper and its agents (who have agreed to obligations of confidentiality similar to those agreed between Supplier and Juniper).

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