

## Supplier Code of Conduct

### 1. **PURPOSE**

i2s is committed to ethical conduct, integrity and compliance throughout our operations worldwide. i2s values its relationships with its suppliers and seeks to partner with suppliers who share our values and who meet the requirements set forth in this Supplier Code of Conduct ("SCOC").

i2s's membership in the Responsible Business Alliance (RBA) reflects our commitment to ethical conduct. The RBA Code of Conduct "establishes standards to ensure that working conditions in the electronics industry and its supply chains are safe, that workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically."

i2s's suppliers (persons or entities who provide goods or services to i2s or who conduct business for or act on i2s's behalf) (collectively, "Suppliers") are integral to our success and a reflection of the company overall. The SCOC establishes minimum standards to which i2s expects each of its Suppliers to adhere. The SCOC is based on the RBA Code of Conduct, but also reflects additional i2s requirements. We expect our Suppliers (and their respective employees, subcontractors and suppliers) to ensure the requirements of the SCOC are met within their supply chains.

This SCOC may have provisions superseded by local laws, regulations or legal obligations. Supplier agreements are governed by contractual terms and conditions, however in the event of conflict between this SCOC and the terms and conditions of any contract, the obligations set forth in the SCOC will govern unless explicitly stated otherwise in the contract. i2s wishes to establish and maintain relationships with Suppliers who demonstrate a firm commitment to this SCOC and reserves the right to terminate any contract or agreement where a Supplier is determined by i2s to have violated any portion of the SCOC.

### 2. **SCOPE**

Suppliers shall ensure conformance to the SCOC in all their business dealings. Suppliers utilizing a sub-tier supplier, subcontractor or temporary labor agency shall ensure their conformity to the SCOC as well.

### 3. **DEFINITIONS**

#### 3.1. **Bonded Labor**

Practice in which workers are forced to provide labor to an employer, for a set period with little or no pay, often as a way of paying a debt. Also known as debt bondage.

#### 3.2. **Child Labor**

Any person under the age for completing compulsory education, under the minimum age for employment in the country, or under the age of 15, whichever is higher.

**3.3. Corporal Punishment**

Discipline through use of physical punishment intended to cause harm or pain.

**3.4. Disciplinary Wage Reduction**

Wage deductions, fines, or account withdrawals used as a disciplinary measure. A deduction from wages equal to time not worked is not considered a disciplinary wage deduction.

**3.5. Emergency or Unusual Situations**

Unpredictable events or situations, which cannot be planned for or foreseen, that result in overtime exceeding legal or RBA specified limits.

**3.6. Forced Labor**

Work or service that a person has not offered to do voluntarily but is made to do under the threat of retaliation, punishment or debt repayment.

**3.7. Indentured Labor**

A worker under contract to work for a specified time-period for another person, often without wages, but instead, in exchange for accommodation, food, other essentials and/or free passage to a new country.

**3.8. Prison Labor**

Forcing prisoners to work for profit-making enterprises, either directly or through the contracting of prison labor.

**3.9. Trafficking of Humans**

The action or practice of illegally transporting people from one country or area to another, typically for the purposes of forced labor or sexual exploitation.

**3.10. Whistleblower**

Any person who informs on a person or organization engaged in improper conduct or an illicit activity.

**3.11. Young Worker**

Any person older than the minimum legal age for employment, but younger than 18 years of age. Also known as juvenile workers.

**4. LABOR**

i2s is committed to ensuring that all workers in its supply chain are treated fairly and with dignity and respect.

**4.1. Freely Chosen Employment**

Suppliers shall not use forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment and there shall be no substitution or change(s) allowed in the employment agreement unless these changes are made to meet

local law and provide equal or better terms. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

#### **4.2. Young Workers**

Suppliers shall not use child labor. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Suppliers shall provide appropriate support and training to all student workers. 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.

#### **4.3. Working Hours**

Working hours are not to exceed the maximum set by local law. Further, workers shall be allowed minimum breaks and rest periods set by local law.

#### **4.4. Wages and Benefits**

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Disciplinary wage reductions shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

#### **4.5. Humane Treatment**

Suppliers shall not subject or threaten workers to any inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

#### **4.6. Non-Discrimination**

Suppliers should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on 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 or physical exams that could be used in a discriminatory way.

#### **4.7. Freedom of Association**

In conformance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

### **5. HEALTH and SAFETY**

i2s recognizes that in addition to 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. i2s also recognizes that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace. Suppliers shall comply with applicable health and safety regulations and continually improve health and safety performance.

#### **5.1. Occupational Safety**

Worker potential for exposure to safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) are to be identified, assessed, and controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and training about risks to them associated with these hazards. Reasonable steps must also be taken to remove pregnant women/nursing mothers from working conditions with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers including those associated with their work assignments, as well as include reasonable accommodations for nursing mothers.

#### **5.2. Emergency Preparedness**

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, clear and unobstructed egress and adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

#### **5.3. Occupational Injury and Illness**

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

#### **5.4. Industrial Hygiene**

Suppliers shall identify, evaluate and control exposure to chemical, biological and physical agents according to the hierarchy of controls. Potential hazards are to be eliminated or controlled through proper design, engineering and administrative controls. When hazards cannot be adequately controlled by such means, workers are to be provided with and trained on the use of appropriate, well-maintained, personal protective equipment. Protective programs shall include training 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.

#### **5.6. Machine Safeguarding**

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

#### **5.7. Sanitation, Food and Housing**

Suppliers shall provide workers with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Supplier or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting, heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

#### **5.8. Health and Safety Communication**

Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise safety concerns.

### **6. ENVIRONMENTAL**

i2s recognizes that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. Suppliers shall comply with applicable environmental regulations and continually improve environmental performance.

#### **6.1. Environmental Permits and Reporting**

All required environmental permits, approvals, certifications and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

#### **6.2. Pollution Prevention and Resource Reduction**

The use of resources and generation of waste of all types, including air, water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, reuse or recycling

#### **6.3. Hazardous Substances**

Chemicals and other materials posing a hazard to humans or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling, reuse or disposal.

#### **6.4. Solid Waste**

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous and non-hazardous waste.

#### **6.5. Air Emissions**

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 in accordance with permit conditions as required prior to discharge. Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

#### **6.6. Product Compliance and Material Restrictions**

Suppliers shall 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.

#### **6.7. Water Management**

Suppliers shall implement a systematic approach to responsibly manage water withdrawal and discharges in accordance with applicable regulations and permit conditions and promote water conservation.

#### **6.8. Energy Management**

Suppliers shall implement a systematic approach to responsibly manage energy consumption and improve energy efficiency in effort to reduce greenhouse gas (GHG) emissions.

### **7. ETHICS**

i2s expects its Suppliers to be committed to and uphold the highest standards of ethical conduct in all their business dealings.

#### **7.1. Business Integrity**

The highest standards of integrity are to be upheld in all business interactions. Suppliers shall have a zero-tolerance policy and prohibit any and all forms of bribery, corruption, extortion and embezzlement.

#### **7.2. No Improper Advantage**

Bribes or other means of obtaining undue or improper advantage with i2s are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order 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 Supplier'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 supply chain are unacceptable.

#### **7.4. Intellectual Property**

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer and supplier information is to be safeguarded.

#### **7.5. Fair Business, Advertising & Competition**

Standards of fair business, advertising and competition are to be upheld.

#### **7.6. Protection of Identity and Non-Retaliation**

Programs that ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers are to be maintained, unless prohibited by law. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

#### **7.7. Responsible Sourcing of Minerals**

Suppliers shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request. Suppliers shall provide the most current version of their Conflict Minerals Reporting Template (CMRT) within 30 days of request.

#### **7.8. Privacy**

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

### **8. MANAGEMENT SYSTEMS**

Suppliers shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products; (b) conformance with this SCOC; and (c) identification and mitigation of operational risks related to this SCOC. It should also facilitate continual improvement.

#### **8.1. Company Commitment**

A corporate social and environmental responsibility policy statement affirming Supplier's commitment to compliance and continual improvement, endorsed by executive management and posted at the facility in the local language.

#### **8.2. Management Accountability & Responsibility**

Suppliers shall clearly identify the senior executive and company representative[s] responsible for ensuring implementation of the management systems and associated programs. Senior management shall review the status of the management system on a regular basis.

#### **8.3. Legal and Customer Requirements**

A process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this SCOC.

#### **8.4. Risk Assessment and Risk Management**

A process to identify the legal compliance, regarding environmental, health and safety (EHS), labor and ethics risks associated with Supplier's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

#### **8.5. Improvement Objectives**

Written performance objectives, targets and implementation plans to improve the Supplier's social and environmental performance, including a periodic assessment of Supplier's performance in achieving those objectives.

#### **8.6. Training**

Programs for training managers and workers to implement Supplier's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

#### **8.7. Communication**

A process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to workers, suppliers and customers.

#### **8.8. Worker Feedback, Participation & Grievance**

Ongoing processes, including an effective grievance mechanism, to assess employees' understanding of and obtain feedback on or violations against practices and conditions covered by this SCOC and to foster continuous improvement.

#### **8.9. Audits and Assessments**

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the SCOC and customer contractual requirements related to social and environmental responsibility.

#### **8.10. Corrective Action Process**

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

#### **8.11. Documentation & Records**

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

#### **8.12. Supplier Responsibility**

A process to communicate SCOC requirements to suppliers and to monitor supplier compliance to the SCOC.

### **9. VERIFICATION OF ADHERENCE**

Suppliers and their employees, agents and subcontractors are expected to adhere to this SCOC while conducting business with or on behalf of i2s. Suppliers shall, within 3 business days, inform their i2s contact (or a member of i2s management) when any situation develops that causes the Supplier to operate in violation of this SCOC. While i2s Suppliers are expected to self-monitor and demonstrate their compliance with this SCOC, i2s may audit Suppliers or inspect Suppliers' facilities to confirm compliance. Compliance with this SCOC, and attending training on this SCOC, as may be offered by i2s, is expected in addition to any other obligations in any agreement a Supplier may have with i2s.



**10. REPORTING MECHANISM**

If Supplier wishes to report questionable behavior or a possible violation of the Supplier Code of Conduct please contact i2s through any of the following methods:

Phone: +49 (351) 88596-45

Email: richter.tilmar@i2s-sensors.de

Mail: Intelligente Sensorsysteme Dresden GmbH  
Zur Wetterwarte 50  
01109 Dresden  
Germany

i2s will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this SCOC.

Dresden, January 2020

The Management  
Intelligente Sensorsysteme Dresden GmbH