

# **Supplier Code of Conduct and Responsibility Standards "I-PEX Group"**

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I-PEX Inc.

# Foreword

In recent years, the business environment has been drastically changing due to the globalization of the activities and the maturation of the information society.

On the other hand, when looking at the whole society, there is a growing interest in corporate efforts to create a sustainable society due to the growing occurrence of corporate scandals and the severe criticism regarding dishonest business activities.

In this kind of environment, companies are expected to fulfill their social and legal responsibilities as a member of the society, making them work actively on their Corporate Social Responsibility (CSR). Regarding the supply chain management, the companies are not only required to promote the CSR in their activities but shall also consider the CSR of their suppliers.

I-PEX Group has implemented the "I-PEX Group Chart of Corporate Behavior" to gain the trust of all our stakeholders through fair and sincere corporate activities.

Considering the necessity of understanding our entire supply chain along with fulfilling our social responsibilities, we have established a "Supplier Code of Conduct and Responsibility Standards". We look forward to your understanding and active cooperation.

# Supplier Code of Conduct and Supplier Responsibility Standards

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# Supplier Code of Conduct and Supplier Responsibility Standards

## **1. [Labor and Human Rights]**

At I-PEX, we believe all workers in our supply chain deserve a fair and ethical workplace.

Workers must be treated with the utmost dignity and respect, and our Suppliers shall uphold the highest standards of human rights.

- Anti-Discrimination
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# Anti- Discrimination

## Supplier Code of Conduct Requirements

The Supplier shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, gender identity, union membership or any other status protected by applicable national or local law, during hiring or any other employment practices. The Supplier shall not require pregnancy or medical tests, except where required by applicable laws and regulations or for workplace safety purpose and shall not improperly discriminate based on test results.

## Supplier Responsibility Standards

### 1. Policy and Procedures

#### 1.1. Written Policy and Procedures

The Supplier shall have a written policy against discrimination that complies with this standard, applicable laws and regulations, the Code, and all other relevant applicable standards.

The policy must clearly state that:

- The Supplier shall not discriminate against any worker based on race, colors, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, marital status or gender identity during hiring or other employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination, unless prohibited by law.
- The Supplier shall not require pregnancy or medical tests, except when required by applicable laws and regulations or for workplace safety purpose and shall not improperly discriminate based on test results.
- No worker will be punished or retaliated against for reporting discriminatory practices.

The Supplier shall have written procedures and systems to implement its anti-discrimination policy.

The Supplier shall always comply with its written policy and procedures.

#### 1.2. Directly Responsible Individual(s)

The Supplier shall identify then responsible individual(s) to oversee and enforce the implementation of the anti-discrimination policy and procedures.

#### 1.3. Risk Management

The Supplier shall identify and comply with anti-discrimination requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall identify, assess, minimize, and eliminate discrimination.

## 2. Operational Practice

### 2.1. Anti-discrimination

Unless prohibited by law, the Supplier shall not discriminate against any worker based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, marital status,

or gender identity in hiring and employment practices such as application for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination.

Workers shall be provided with reasonable accommodation for religious practices.

The Supplier shall ensure that there is no discrimination in compensation based on the characteristics listed above. Recruitment and employment policies and practices, including but not limited to job advertisements, job descriptions, and job application forms and job performance/evaluation policies and practices, shall be free from any type of discriminatory bias.

## **2.2. Pregnancy and Nursing Mother Anti-Discrimination**

The Supplier shall comply with all applicable laws and regulations regarding pregnancy and postnatal employment protections, benefits and pay.

The Supplier shall make reasonable accommodations for nursing mothers unless prohibited by applicable laws and regulations.

The Supplier shall not (i) refuse to hire an applicant for a non-hazardous position or (ii) terminate a worker's employment solely based on the Worker's pregnancy or nursing status.

The Supplier shall not prohibit female Workers from becoming pregnant nor threaten female Workers with adverse employment consequences, including dismissal, loss of seniority or deduction of wages and benefits, to discourage them from becoming pregnant.

## **2.3. Medical Anti-Discrimination**

The Supplier shall not, based on a person's medical status, make any employment decisions that negatively affect the person's employment status unless such decision is dictated by the inherent requirements of the job or is prudent for workplace safety.

The Supplier shall not discriminate against a worker in eligibility for another position based on the worker's refusal to take a medical test where there is no required medical test for such position.

The Supplier shall make reasonable efforts to accommodate workers with chronic illnesses, which may include rearranging working time, providing special equipment, opportunities for rest breaks, time for medical appointments, flexible sick leaves, part-time work, and return-to-work arrangements.

## **2.4. Pregnancy and Medical Testing**

The Supplier shall not require pregnancy tests or medical tests, including but not limited to hepatitis B or HIV, either as a condition for employment or as a requirement for continued employment.

Pregnancy tests or medical tests are allowed only if each of the following conditions are met:

- Applicable laws and regulations require the pregnancy test or the medical test is determined in writing by a qualified health professional to be required as a safety measure prior to working in a particular environment and the worker is specifically assigned to work in that particular environment.
- The cost of the medical test is paid by the Supplier.

- The worker receives clear communication regarding the purpose of the test and the specifics of what will be tested.
- The worker provides affirmative written consent to the test.
- The original report of results is provided to and allowed to be retained by the worker. The Supplier should not retain copies of the report, unless required by law.

## **2.5 Worker Protections**

The Supplier shall identify (in writing) the jobs for which applicable law or workplace safety requires Workers to take a pregnancy test or medical test. Workers refusing to take a required medical test or pregnancy test will not be eligible for these jobs.

The Supplier shall provide documentary evidence that any medical test or other test it requires workers to take is otherwise required by law or has been properly determined by a qualified health professional to be prudent for workplace safety.

The Supplier shall identify positions deemed hazardous for pregnant workers, nursing workers, or workers with a medical condition, including elimination of workplace health and safety risks to such workers and accommodating such workers in a non-hazardous position.

## **3. Training and Communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to any person involved in activities that may be associated with discrimination risks.

### **3.2. Workers, Supervisors and Managers**

The Supplier shall effectively communicate its anti-discrimination policy to all workers, supervisors and managers. This communication shall include information about hazardous jobs, workplace accommodations for non-hazardous conditions, and voluntary medical testing.

The communication or training shall be provided during the initial orientation period and reinforced via refresher training on a regular basis.

## **4. Documentation**

Confidentiality of all pregnancy and medical records shall be maintained in accordance with the applicable laws and regulations.

The Supplier shall retain documentation related to anti-discrimination.

All documentation shall be made available to the Client for review upon its request and such documentation shall be complete, accurate, and up to date.

# Anti-harassment and Abuse

## Supplier Code of Conduct Requirements

The Supplier shall commit to a workplace free of harassment and abuse. The Supplier shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.

## Supplier Responsibility Standards

### 1. Policy and Procedures

#### 1.1. Written Policy and Procedures

The Supplier shall have a written policy against harassment, abuse and workplace violence that complies with this Standard, applicable laws and regulations, the Code, and all other relevant applicable standards, including drawing from the ILO Violence and Harassment Convention (No. 190) and its accompanying Recommendation (No. 206), 2019.

The policy shall at a minimum include each of the following:

- A clear definition of what constitutes sexual harassment
- A clear definition of other forms of violence and harassment at work, including physical violence or assault, and psychological violence and harassment, such as bullying, humiliating, threatening, or any form of verbal abuse
- A statement prohibiting harassment and abuse consistent with this Standard and applicable laws and regulations.
- Description of methods for reporting internal grievances/complaints regarding harassment and abusive behavior
- Disciplinary rules and penalties against the harasser/abuser and against those who made false accusations
- A statement regarding the policy of non-retaliation for persons reporting cases of harassment in good faith (including, for example, measures to protect complainants, victims, witnesses and whistle-blowers against victimization or retaliation, and that all information will be gathered and treated in strict confidentiality).
- How the policy is to be implemented, reviewed and monitored.

The Supplier shall have written procedures and systems to implement its anti-harassment and abuse policy.

The Supplier shall comply with its written policy at all times.

#### 1.2. Directly Responsible Individual(s)

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the anti-harassment and abuse policy and procedures.

#### 1.3. Risk Management

The Supplier shall identify and comply with anti-harassment and abuse requirements specified in applicable laws and regulations and this Standard.

The Supplier shall identify, assess, and minimize risks related to anti-harassment and abuse.

## 2. Operational Practices

## **2.1. Workplace Discipline**

The Supplier shall have written disciplinary rules, procedures and practices that embody a system of progressive discipline.

The disciplinary system shall be applied in a fair and non-discriminatory manner and include a management review by an objective party senior to the manager who imposed the disciplinary action.

The Supplier shall have a system to discipline supervisors, managers or workers, or workers who engage in any physical abuse, sexual harassment or abuse, psychological harassment, verbal harassment or verbal abuse, through measures such as compulsory counseling, warnings, demotions and terminations or any combination thereof, regardless of whether such action was intended as a means to maintain labor discipline.

Practices such as public humiliation of workers are not permitted.

The Supplier shall not use monetary fines or penalties to maintain labor discipline, including for poor performance or for violating the company rules, regulations, or policies.

Access to food, water, toilets, medical care, health clinics and other basic necessities shall not be used as a reward or as a means to maintain labor discipline.

Workers shall be requested but not compelled to sign all written records of disciplinary action against them.

## **2.2. Security Practices**

All security practices shall be gender appropriate and non-intrusive.

Search of bags and other personal items for the purpose of theft prevention is acceptable provided searches are applied equally across all employees regardless of position or other factors body searches and physical pat-downs shall only be undertaken following appropriate procedures and subject to applicable laws and regulations.

Any physical search shall be conducted in the open or, as culturally accepted, and shall be conducted by security personnel of the same gender as the person being searched.

The Supplier shall not impose unreasonable restrictions on movement within the workplace, nor on entry or exit of company-provided facilities.

## **3. Training and Communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to all responsible staff on anti-harassment and abuse. The training shall as a minimum include the following elements:

- All personnel that receive or process complaints regarding harassment and abuse shall be formally trained to address such complaint
- Security personnel shall receive training on harassment and abuse prevention and their roles and responsibilities.

### **3.2. Workers, Supervisors, and Managers**

The Supplier shall effectively communicate its anti-harassment and abuse policy to all workers, supervisors, and managers in the workplace.

Training on harassment and abuse prevention shall be mandatory for all Workers, supervisors and managers during the initial orientation period and reinforced via refresher training on a regular basis.

Disciplinary rules, procedures and practices shall be clearly communicated to all workers.

#### **4. Documentation**

The Supplier shall retain any documentation related to anti-harassment, including but not limited to:

- Records of all disciplinary actions taken, which must be maintained in the worker's personnel file
- A summary of proactive steps taken by the Supplier, including violence and harassment prevention program and training for managers, supervisors and staff
- Information on complaint and investigation procedures, including the affirmation that all reports and complaints related to violence and harassment will be acted on promptly
- Records of completed training

The Supplier shall maintain and make available immediately to I-PEX upon its request all documentation regarding allegations of Harassment and abuse.

#### **5. Victim Support**

The Supplier shall provide necessary support and assistance to victims, including victims of physical or sexual assault, sexual harassment, or repeated bullying.

# Prevention of Involuntary Labor

## Supplier Code of Conduct Requirements

The Supplier shall ensure that all work is voluntary.

The Supplier shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation.

The Supplier shall not withhold workers' original government-issued identification and travel documents.

The Supplier shall ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers.

The Supplier shall not impose unreasonable movement restrictions within the workplace or upon entering or exiting company-provided facilities.

The workers shall not be required to pay employers' or their agents' fees for their recruiting and/or ongoing employment. This includes recruitment, application, recommendation, hiring, placement, processing, renewals, and/or recurring fees of any kind. If such fees are found to have been paid by Workers, they shall be repaid to the worker.

## Supplier Responsibility Standards

### **1. Policy and Procedures**

#### **1.1. Written Policy and Procedures**

The Supplier shall have a written policy against involuntary labor that complies with the Code, this Standard, and the applicable laws and regulations.

The Supplier shall have written procedures and systems to implement its prevention of involuntary labor policy.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of prevention of involuntary labor policy and procedures.

#### **1.3. Risk Management**

The Supplier shall identify and comply with prevention of involuntary labor requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall identify, assess, and minimize the risks related to involuntary labor.

### **2. Operational Practices**

#### **2.1. Identity Documents**

Workers shall retain possession or control of all identity documents, such as passports, identity papers, travel documents and other personal legal documents.

The Supplier shall not require surrender of the workers' original identity documents, withhold their original identity documents, or restricts workers' access to original identity documents for any reason.

The Supplier may obtain and retain copies of the workers' original identity documents.

The Supplier may request (but may not demand or require) workers' original identity documents for the purposes of obtaining visa renewals or satisfying other work permit related requirements for such workers. The Supplier shall work with related parties including a third-party employment agency to ensure timely return of all original identity documents to Workers.

## **2.2. Recruitment Fees**

Workers shall not be required to pay employers' or their agents' fees for their recruiting and/or ongoing employment. This includes recruitment, application, recommendation, hiring, skills test, placement, processing, renewal and/or recurring fees of any kind.

If workers have been found to have paid such fees, it shall be paid back to them.

## **2.3. Deposits**

Deposits from workers are prohibited unless required by applicable laws and regulations.

If a deposit is legally required, the Supplier shall ensure that an accurate receipt is provided for any deposits made by the workers and that such deposits be returned in full to the worker as expeditiously as practicable, but no later than one month after the worker's employment has terminated or reason for such deposit has ended, whichever is earlier.

## **2.4. Loans**

Personal loans to workers or job seekers under circumstances where repayment terms could be construed as debt bondage or forced labor are prohibited.

## **2.5. Freedom of Movement**

All workers shall have the right to freely enter and to terminate their employment.

The Supplier shall not confine or restrict workers' freedom of movement inside the place of production or Supplier-provided facilities, including access to drinking water and to the worker's dormitory room, except where necessary for the workers safety and when permitted by the applicable laws and regulations.

The Supplier shall not track workers' real time movement at workplace by requiring workers to wear any Tracking Devices unless for the monitoring of workplace health and safety.

The Supplier shall not restrict Workers' access to bathrooms in terms of time or frequency of bathroom breaks, number of workers going to bathroom at any time or non-payment of wages during bathroom breaks.

## **2.6. Forced Overtime**

All overtime shall be voluntary. The Supplier shall ensure that all workers have the right to refuse to work overtime hours.

The Supplier shall not impose overtime where Workers are unable to leave the work premises.

Under no conditions shall a Supplier impose punitive measures such as salary deductions, coercion of any kind, denial

of future opportunities for overtime or disciplinary action against workers for refusing overtime.

### **2.7. Production Quota**

The Supplier shall not set production quotas or piecework rates at such level that Workers need to work beyond regular working hours (excluding overtime) to earn the legal minimum wage or the prevailing industry wage.

### **2.8. Bank Accounts**

The Supplier shall not have direct control of, or access to, worker's bank accounts other than to make direct deposits of compensation.

## **3. Training and Communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to all staff responsible for the prevention of involuntary labor.

### **3.2. Workers, supervisors, and managers**

The Supplier shall effectively communicate its prevention of involuntary labor policy to all workers, supervisors and managers during the initial orientation period and reinforced via refresher training on a regular basis.

## **4. Documentation**

The Supplier shall retain documentations related to the prevention of involuntary labor. All documentation shall be made available to I-PEX for review upon its request.

# Third-Party Employment Agencies

## **Supplier Code of Conduct Requirements**

The Supplier shall ensure that the third-party employment agencies it uses are compliant with the provisions of this Code and the law and regulations.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1. Written Policy and Procedures**

The Supplier shall have a written policy that addresses third-party employment agencies (TPEA below) management requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its TPEA management policy.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the TPEA management policy and procedures.

#### **1.3. Risk Management**

The Supplier shall identify and comply with the TPEA management requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall identify, assess, and minimize risks related to the management of, and recruitment from, TPEA, including those sponsored by or affiliated with government agencies.

#### **1.4. Pre-Selection Due Diligence**

The Supplier shall conduct pre-selection due diligence to ensure TPEA compliance with the applicable laws and regulations and the applicable requirements of the Code and related Supplier Responsibility Standards.

The due diligence process shall include but is not limited to the following:

- Verification that the TPEA has obtained valid and appropriate licenses, certifications, and permits for all its operations per applicable laws and regulations
- Background checks to determine whether relevant authorities have levied any sanctions or punishments for failure to comply with applicable laws and regulations, or which prevent the TPEA from operating.

#### **1.5. Recruitment Due Diligence**

The Supplier shall conduct due diligence, including but not limited to onboarding interviews with workers recruited or hired through TPEA to ensure that:

- Students are clearly identified as such during the recruitment process
- Workers are provided with accurate details of the nature and place of work, living conditions, the term of the employment contract (if applicable), working hours, Base Wages for Regular Hours, rates for overtime and holiday wages, and applicable deductions and benefits.

## **2. Operational Practices**

### **2.1. Engaging Third-Party Employment Agencies**

The Supplier shall sign contract with a TPEA before engaging the TPEA to recruit or hire Workers.

The contract shall comply with applicable laws and regulations and the applicable terms of the Code and related Supplier Responsibility Standards and at a minimum include the following when applicable:

- Compensation structure for any and all wages, benefits or bonuses to be paid or provided to workers
- Terms of payment by the Supplier to the TPEA
- Term that no unreasonable fees may be charged to workers or unreasonable deductions made from workers' wages or other benefits in relation to their recruitment or hiring
- Term that includes the consequences for violating this Standard, up to and including termination of the relationship between Supplier and TPEA.

### **2.2. Identity Documents**

TPEA shall not require workers to surrender their original identity documents, withhold their original identity documents or restrict workers' access to original identity documents for any reason.

The Supplier and TPEA may request (but may not demand or require) workers' original identity documents for the purposes of obtaining visa renewals or satisfying other work permit related requirements for such workers.

The Supplier shall work with related parties including a TPEA to ensure timely return of all original identity documents to Workers.

TPEA may obtain and retain copies of workers' original identity documents.

### **2.3. Recruitment of Workers**

The Supplier shall verify TPEA's recruitment practices including but not limited to job postings and job interviews to ensure compliance with applicable laws and regulations, and this Standard.

A signed copy of the agreement shall be provided to workers in their own language when applicable and the Supplier shall verify the terms of the agreements between the TPEA and Workers prior to receiving the Workers onsite.

The Supplier shall conduct due diligence, including but not limited to onboarding interviews with Workers recruited or hired through the TPEA to ensure that:

- The TPEA has not recruited or hired students
- Workers were provided accurate details of the nature and place of work, living conditions, the term of the employment contract (if applicable), working hours, base wages for regular hours, rates for overtime and holiday wages, and any bonuses or return fees committed by the TPEA and applicable deductions and benefits
- Workers are not charged any unreasonable fees and expenses or deposits related to their employment
- The TPEA does not withhold Workers' original government-issued identification and travel documents.

The Supplier shall document and maintain records of the due diligence above.

## **2.4. Wage Payment**

The Supplier shall establish a due diligence process to ensure, where TPEA is responsible for making wage and benefits, the payment and benefits are accurate and timely.

The due diligence process shall include, at a minimum, effective monitoring of original payment records of all wages, bonuses or return fees. The Supplier shall interview adequate number of workers recruited or hired through TPEA to ensure:

- Full and timely payment of all wages, bonuses or return fees
- No unreasonable deductions from workers' wages or other benefits.

An itemized pay slip shall be provided to Workers along with payment of bonuses or Return Fees.

In the event of unreasonable fees or deductions in relation to recruitment or hiring, or under-payment of wages, bonuses, or return fee, The Supplier shall repay the relevant amounts to workers.

## **2.5. Bank Accounts**

TPEAs shall not have direct control of, or access to, workers' bank accounts other than to make direct deposits of compensation.

## **2.6. TPEA Service Access**

The Supplier shall ensure that Workers have direct access to TPEA services, for example :

- A TPEA representative stationed at Supplier site
- A TPEA online service which provides prompt reply to workers.

# **3. Third Party Agency Monitoring**

## **3.1. Regular Audits**

The Supplier shall conduct annual audits of TPEAs from which it obtains Workers to ensure compliance with applicable laws and regulations, the Code, and related Supplier Responsibility Standards.

For TPEAs involved in hiring of foreign contract workers, the regular audits shall cover TPEAs in both sending and receiving countries.

The Suppliers shall audit TPEAs to ensure workers are provided proper employment contracts, working hours, base wages for regular hours, rates for overtime and holiday wages, deductions and benefits, including social insurance and living conditions where applicable.

## **3.2. TPEA Compliance**

The Supplier shall have a documented procedure in place to manage violations of applicable laws and regulations and this Standard by a TPEA.

This procedure shall define appropriate sanctions and establish a corrective action process pursuant to which the TPEA 's violation is remedied.

The Supplier shall terminate its relationship with any TPEA that is unwilling to correct a violation.

## **4. Training and Communication**

### **4.1. TPEA**

The Supplier shall communicate the requirement of this Standard to all TPEAs prior to establishing a business relationship, and on an annual basis, to ensure full understanding and commitment for compliance.

## **5. Supplier Workers, Supervisors, and Managers**

The Supplier shall effectively communicate its TPEA management policy to all workers, supervisors, and managers during the initial orientation period and reinforced via refresher training on a regular basis.

### **5.1. Responsible Staff and TPEA**

The Supplier shall provide comprehensive training to all staff responsible for TPEA management.

## **6. Documentation**

The Supplier shall retain documentation and records relating to TPEA management, including but not limited to pre-selection due-diligence, business licenses and audit reports.

All documentation shall be made available to I-PEX for review upon request.

# Foreign Contract Worker Protections

## **Supplier Code of Conduct Requirements**

The Supplier shall ensure that all work is voluntary. The Supplier shall not traffic persons or use any form of slave, forced, bonded, indentured or prison labor.

The Supplier shall ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers.

Workers shall not be required to pay employers' or their agents' recruitment fees or other similar fees to obtain their employment. If workers are found to have paid such fees, it should be repaid.

## **Supplier Responsibility Standards**

### **1. Policy and procedures**

#### **1.1. Written Policy and Procedures**

Supplier shall have a written policy that addresses foreign contract workers requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its foreign contract workers management policy. The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the foreign contract workers protections policy and procedures.

#### **1.3. Risk Management**

The Supplier shall identify and comply with foreign contract workers requirements specified in the applicable laws and regulations and this Standard in both the receiving and sending countries.

The Supplier shall identify, assess and minimize risks related to foreign contract workers management.

### **2. Operational Practices**

#### **2.1. Legal Work Permits**

The Supplier shall ensure that all foreign contract workers have legal work permits.

#### **2.2. Signed Employment Contract**

The Supplier shall ensure that all foreign contract workers who are hired to work in the Supplier's facility while living in another country receive, understand, sign a written employment contract in their own language and receive a copy of the employment contract prior to departing from the sending country.

In addition to the requirements specified in the wages, benefits and contracts Standard, contracts for foreign contract workers shall additionally include the following terms :

- terms and conditions regarding possession of identity documents during the employment contract term
- estimates of the minimum and maximum net pay the foreign contract workers could expect to receive each month.

The maximum net pay shall be based on a maximum of 60 hours of work per week.

### **2.3. Early Termination of Contract with Reasonable Notice**

The Supplier shall not penalize foreign contract workers for voluntarily terminating their employment contracts with reasonable notice as defined by local laws.

### **2.4. Early Termination of Contract Without Reasonable Notice**

Unless prohibited by law, the Supplier may allow foreign contract workers to bear the actual cost of repatriation to the sending country for voluntarily terminating their employment contract early without reasonable notice. If this repatriation cost exceeds 60% of their one-month net wage, the excess shall be paid by the employer.

The Supplier shall not penalize the foreign contract workers for voluntarily terminating their employment contract early without reasonable notice by deduction of the due base or overtime wages.

### **2.5. Fees, Expenses and Deposits**

The Supplier shall use its best efforts to ensure foreign contract workers are not charged any fees and expenses or deposits related to their employment in accordance with IPEX's definition of fees and expenses.

The Supplier shall pay the costs of recruitment directly to the extent possible.

The Supplier shall implement a process to determine the specific amount of any fees and expenses paid by each individual foreign worker prior to commencement of work.

The Supplier shall ensure that TPEA conducts due diligence through onboarding verification, so that applicants will understand how they came to know about this employment and any applicable risks.

Applicants who paid any intermediaries, such as sub-agencies who are not in a working relationship with the TPEA, shall have an equal opportunity in the application process.

### **Fees & Expenses**

The Supplier is responsible for paying all fees and expenses associated with recruitment, placement, processing, transportation, or ongoing management of workers in both the sending and receiving country, and any TPEA expenses and fees, including but not limited to :

- Recruitment fees :
  - Reservation or commitment fees
  - Informal broker and sub-agent fees and expenses for assistance in recruitment (fees paid by workers to middlemen, recruiters, or individual/individuals who referred the work to the employment agency or hiring company, whether formal or informal)
  - Recruitment service fees in the sending country (such as application or recommendation fees)
  - Recruitment service fees in the receiving country (both one-time and recurring fees)
  - Deposits
  - Relocation costs if asked to move once employment has begun.
  
- Transportation and lodging costs :
  - Air or ground transportation and the airport/border tax from sending to receiving countries

- Returning air or ground transportation and the airport/border tax from receiving to sending countries.
- Documentation, medical, training and other government fees:
  - TPEA services fees
  - Passport and visa fees
  - Quarantined accommodation/facilities expense on arrival to country of work and upon repatriation (unless there are applicable laws otherwise directed)
    - Medical checkups, testing, vaccination, and immunization/screening in the sending and receiving countries
    - Temporary work or residence permits and renewals
    - Documentation fees in sending country (such as notarization, translation services, and attorney's fees)
    - Insurance
    - Government-required fees
    - Background and reference checks
    - Photos (including new passport or visa and renewals)
    - Quarantined accommodation/facilities expenses on arrival to country of work and upon repatriation
    - Training fees
    - TPEA or supplier mandated training.

- Exemptions

Unless required by Applicable Laws and Regulations, the following shall be exempted:

- Direct transportation expenses incurred from Worker's home to local or central recruitment processing centers in the sending country prior to the offer of employment and signed acceptance in writing.
- Any fees and expenses incurred by workers for any services, with any parties (sub-agencies/intermediaries), where these parties are not connected / in a business independent from the TPEA, or are providing services to the applicants prior to TPEA engagement

Fees and expenses related to the recruitment of foreign workers should be clearly stated in the contracts between the TPEAs and the Supplier to ensure compliance with the zero fee policies.

The Supplier shall require TPEAs to provide accurate receipts to each foreign worker detailing actual fees and expenses paid by the foreign contract workers before departure from the sending country.

The Supplier shall implement a non-reprisal policy that prohibits the punishment of and/or retaliation against foreign workers for any information provided during the job-seeking or employment process. This policy shall be communicated to all foreign workers during the interview process.

## **2.6. Remedy**

If the Supplier finds that a foreign contract worker has paid fees and expenses related to their employment, the Supplier shall reimburse such fees and expenses to the foreign contract worker within 30 days of the later of (i) the start of the worker's employment with the Supplier or (ii) the date the Supplier discovers the fee payment(s).

## **2.7. Identity Document Storage**

The Supplier shall provide each foreign contract worker with individual secure storage, in accommodation they provide, accessible for foreign contract workers for their identity documents, such as passports, identity papers, travel documents and other personal legal documents.

The storage shall be :

- freely and immediately accessible to foreign contract workers at any time
- accessible to foreign contract workers without assistance and there shall be no barriers to assess
- lockable and secured against unauthorized access.

## **2.8. Pregnancy Protections**

The Supplier shall take affirmative steps to protect the rights of foreign contract workers who become pregnant, including if the foreign contract workers was found pregnant on arrival at the receiving country.

In cases where the receiving country law requires that pregnant foreign contract workers return to their home county (or to the sending country) to give birth, the Supplier shall provide such protections to pregnant foreign contract workers as per the applicable laws and regulations.

## **2.9. Diplomatic Access**

The Supplier shall not prevent any foreign workers from contacting his/her embassy.

## **2.10. Repatriation**

The Supplier shall be responsible for the payment of repatriation for each foreign contract workers in all circumstances including but not limited to the following :

- upon completion of the employment contract
- on termination of the contract due to employee misconduct, illness or incapacity
- the foreign contract worker has been subject to harassment, abuse or other violation of his/her rights

The requirement does not apply when the foreign contract worker :

- obtains other employment within the country and leaving the country is not required per applicable laws and regulations
- terminates employment contract early without reasonable notice.

## **3. Training and communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to all staff responsible for foreign contract workers management.

### **3.2. Foreign Contract Workers**

The Supplier shall provide regular refresher training for foreign contract workers to ensure they understand at the minimum the following :

- Fees and Expenses related to recruitment and on-going employment
- Reporting channel to whistle blow threats, any recruitment, or employment fees and expenses

- The terms and conditions per employment contracts
- Expected living expenses needed
- Living conditions
- Expected first salary, any deductions, taxable income and their payment terms including expected amount and payment schedule
- Relevant labor rights of foreign contract workers
- Relevant Laws and regulations to follow
- Company regulations
- Any other protections under the Code and related Standards during their employment at the receiving country

The above training shall be added onto the basic employee's training per the applicable requirements.

### **3.3. TPEAs**

The Supplier shall effectively communicate its foreign contract workers protection policy to all TPEAs involved in such management.

### **4. Documentation**

The Supplier shall retain documentation and records related to the management of foreign contract workers. All documentation shall be made available to the Customer for review upon request.

## Prevention of Underage Labor

### **Supplier Code of Conduct Requirements**

The Supplier shall employ only workers who are at least 15 years of age, or the applicable minimum legal age for employment, or the applicable age of completion of compulsory education, whichever is highest.

The Supplier may provide legitimate workplace apprenticeship programs for educational benefit that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

### **Supplier Responsibility Standards**

#### **1. Policy and Procedures**

##### **1.1 Written Policy and Procedures**

The Supplier shall have a written policy that addresses the requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its prevention of underage labor policy.

The Supplier shall comply with its written policy and procedures at all times.

##### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the prevention of underage labor policy and procedures.

##### **1.3. Risk Management**

The Supplier shall identify and comply with prevention of underage labor requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall identify, assess, and minimize risks related to underage labor.

##### **1.4. Age Documentation and Verification Systems**

The Supplier shall establish and implement appropriate age documentation and verification management systems to ensure that the underage workers are not working on site.

The systems shall cover the Supplier's operations, TPEAs and qualified educational programs.

The systems shall at a minimum include :

- Minimum requirements for age verification documentation for employment as required by applicable local law and regulations (that is, government-recognized photographic ID). When the law does not dictate the official documentation required, the Supplier must inspect and cross-reference at least one of the following to verify the validity: birth certificate, government-issued personal identification card, driver's license, voting registration card, official stamped copy of a school certificate, affidavit from local government representative, foreign national work permit.

- Robust age-verification measures, including at minimum :

- Matching photographic ID to workers' faces

- Verification through third-party resources where available, such as internet resources or local government offices.
- Periodic visual inspection of facility for potential underage workers.

## **2. Operational practices**

The Supplier shall not employ any workers who are less than 15 years old, the legal minimum age for employment or the age for completing compulsory education in that country, whichever is highest.

## **3. Training and Communication**

### **3.1. Recruitment Staff**

The Supplier must provide comprehensive training to all recruitment staff including TPEAs and qualified educational providers on appropriate age documentation and verification systems.

### **3.2. Workers, Supervisors and Managers**

The Supplier shall communicate the prevention of underage labor policy to all workers, supervisors, and managers of the facility during the initial orientation period and via annual refresher training.

## **4. Remedy**

If any underage worker (whether working at the factory or terminated) is found either through an external audit or self-review, the Supplier shall notify the Customer immediately and shall implement a remediation program as directed by the Customer.

### **4.1. Immediate Steps**

When an underage worker working at the facility has been identified, the Supplier shall immediately ensure that the worker is :

- Physically safe
- Free from threat of retaliation
- Removed from the workplace, although the Supplier shall not expel the worker from the facility.

### **4.2. Case Management**

The remediation program shall last for six months or until the Worker reaches the minimum age, whichever is longer. The Supplier shall provide funds and work with relevant governmental and civil society actors in order to provide for the welfare of the Worker, including provision of :

- Tuition expenses and reasonable additional requisite expenses (for such items as books and supplies, and for general living) to enable the Worker to return to school
- Forgone wages the Worker would have earned at the Supplier's facility
- Administrative costs for case management.

### **4.3. Offer of Reemployment**

When the Worker reaches the minimum age, the Supplier shall offer the worker a job at the facility that is equivalent to or more favorable than the job previously held by the worker.

## **5. Documentation**

The Supplier shall retain documentation related to prevention of underage labor, including but not limited to :

- Each worker's biographical and employment-related information, a copy of valid and appropriate age-verification and a means of visual identification
- Records of completed training

All documentation shall be made available to I-PEX for review upon its request.

# Juvenile Worker Protection

## **Supplier Code of Conduct Requirements**

The Supplier may employ juveniles who are older than the applicable legal minimum age but are younger than 18 years old, provided they do not perform work that might jeopardize their health, safety, or morals, consistent with the ILO Minimum Age Convention No. 138.

The Supplier shall not require juvenile workers to work overtime or perform nighttime work.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1. Written Policy and Procedures**

The Supplier shall have a written policy that addresses juvenile worker protections requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its juvenile worker protections policy. The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the juvenile worker protections policy and procedures.

#### **1.3. Risk Management**

The Supplier shall identify and comply with juvenile worker protection requirements specified in the applicable laws and regulations and this Standard. The Supplier shall identify, assess, and minimize risks related to juvenile workers.

#### **1.4. Tracking Mechanisms**

The Supplier shall introduce mechanisms that can track Juvenile workers to ensure compliance to this Standard and to the applicable laws and regulations.

The mechanisms shall include but not be limited to:

- Identification of the job positions (including the creation of new job positions) that juvenile workers are allowed to perform or are prohibited from performing and incorporation of such restrictions into job descriptions
- Tracking mechanisms to ensure that juvenile workers are not placed into restricted job positions
- Working hours tracking mechanisms
- Health exam tracking mechanism

### **2. Operation Practices**

#### **2.1. Working Hours**

The Supplier shall comply with all applicable laws and regulations governing working hours or regulating or limiting the nature, frequency and volume of work performed by juvenile workers under the age of 18. Juvenile workers shall not work overtime nor perform nighttime work.

## **2.2. Juvenile Worker Health and Safety**

To protect the health and safety of juvenile workers, the Supplier shall ensure that juvenile workers do not engage in hazardous work.

The Supplier shall follow the applicable laws and regulations related to juvenile workers but, where the law is silent, juvenile workers shall not engage in work involving any of the following:

- Exposure to hazardous environments, substances, agents or processes potentially damaging to their health, including but not limited to :
  - Environments/conditions likely to cause heat or cold stress or injury
  - Noisy environments requiring ear protection
  - Explosives or articles containing explosive components
  - Any exposure to radioactive substances including radium, self-luminous compounds, thorium salts and ionizing radiation in excess of 0.5 rem per year as per the US Department of Labor Guidance
- Operations in inherently dangerous locations, including :
  - Underground
  - Underwater
  - Heights of 2 meters and more
  - Hazardous confined spaces
- Work with or near chemical processes above the applicable legal limits for juvenile workers. If no such legal limits or industry regulations exist, juvenile workers shall be exposed to no more than 50 percent of the applicable exposure limit for adults (for example, if the applicable adult standard limits exposure to 100ppm per 8 hours, the juvenile worker standard shall be 50ppm per 8 hours)
- Operations involving the following equipment :
  - Power-driven hoisting apparatus
  - Any mobile power-driven apparatus without legal operator's license
  - Stamping, cutting and laser equipment or any equipment with pinch points
- Other hazards determined to be unsafe for juvenile workers by the Supplier's environment health and safety department or a qualified health professional.
- Operations restricted by the applicable laws and regulations including but not limited to environmental and transportation-related restrictions.

## **3. Training and communication**

### **3.1. Responsible staff**

The Supplier shall provide comprehensive training to all staff responsible for the protection of Juvenile workers.

### **3.2. Workers, Supervisors, and Managers**

The Supplier shall effectively communicate its juvenile worker protections policy to all workers, supervisors, and managers during the initial orientation period and via refresher training on a regular basis.

## **4. Documentation**

The Supplier shall retain documentation related to protection of juvenile workers. All documentation shall be made available to the Customer for review upon its request.

# Education Program Management

## **Supplier Code of Conduct Requirements**

The Supplier shall ensure proper management of student programs at the Supplier's facilities through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with the applicable laws and regulations.

The Supplier shall provide appropriate support and training to all such students at the supplier facilities.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1. Written Policy and Procedures**

The Supplier shall have a written policy that addresses student protection requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its student protections policy.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the student protections policy and procedures.

The designated staff shall accompany any onsite teacher(s) from the students' school(s).

#### **1.3. Risk Management**

The Supplier shall identify and comply with student protection requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall identify, assess, and minimize risks related to Students.

#### **1.4. Pre-Selection and Ongoing Due Diligence**

The Supplier shall conduct pre-selection due diligence and ongoing audits of each school to ensure that it complies with applicable laws and regulations, the Code, and this Standard.

#### **1.5. School Licenses**

The Supplier shall ensure that schools have appropriate and current licenses, certifications and permits for all locations of operation.

#### **1.6. School Compliance**

The Supplier shall have documented procedures for corrective actions to address any violation of this Standard by a school and establish sanctions as appropriate, including termination of the relationship.

### **2. Operational Practices**

**2.1. Purpose for Hiring Students**

The Supplier shall only hire or allow students to work at the Supplier's facilities in connection with a program at an educational institution, The Supplier shall not hire students to meet its demand for workforce labor or to fill short-term gaps in labor supply.

**2.2. Use of TPEAs**

The Supplier shall not use TPEAs in connection with the recruitment, hiring, arrangement, management, or employment of students.

**2.3. Qualifications of Students**

The Supplier shall ensure that the students are eligible for employment as a student worker under the applicable laws and regulations. The Supplier shall ensure that the students are actively enrolled in a program of study at an educational institution.

**2.4. Voluntary Employment**

The Supplier shall ensure that all work performed by a student worker is voluntary.

**2.5. Educational Contribution**

For any education or training related program, the Supplier shall ensure that the student worker's field of study is relevant to the Supplier's industry or work position.

**2.6. Student Worker Agreements**

The Supplier shall have a written agreement with the student. This agreement must adhere to the applicable laws and regulations. When required by laws or regulation, the student's educational institution shall be a party to the agreement between the Supplier and the student.

**2.7. Signed Student Agreement**

The student shall sign this agreement prior to performing work at the Supplier's facility.

**2.8. Receipt of the Student Worker Agreement**

The Supplier shall ensure that the student understands the agreement and receives a copy of it prior to performing work at the Supplier's facility.

**2.9. Student Worker Contract Terms**

In addition to the requirements specified in the wages, benefits and contracts Standard, the agreement between the student and the Supplier, and if required by law the student worker's educational institution, shall additionally include the following terms :

- The name and address of the student's educational institution
- The name and address of the Supplier
- Individual at the educational institution who is responsible for the student
- Individual at the Supplier who is responsible for the student
- Insurance coverage

- Education and training to be provided by the educational institution
- Education and training to be provided by the Supplier

### **2.10. Student Worker Program Length**

The program length (total accumulated time of work at Supplier facility) shall not exceed the limit regulated by the applicable laws and regulations. In the absence of an applicable legal requirement, the maximum length is 1 year. The program cannot be extended beyond the agreed end date as written in the original student worker agreement.

### **2.11. Agreement Termination**

The Supplier shall ensure that the student is free to terminate his/her agreement. The student shall not be required to pay a fee or fine or receive any other penalty for early termination of the student agreement with reasonable notice.

### **2.12. Working Hours**

Working hours shall not conflict with the Student's Educational Institution attendance.

The Supplier shall adhere to restrictions on working hours as required by local law or regulation.

The Supplier shall adhere to restrictions on working hours as required by applicable laws and regulations for any other student programs.

### **2.13. Payment**

The Supplier shall not deduct educational fees from the student's wages.

The Supplier shall not deduct placement fees from the student's wages.

### **2.14. Insurance Coverage**

The Supplier shall ensure that the student is insured against accident or liability.

The Supplier shall ensure that the student is fully covered by any other forms of insurance required by law or regulation.

### **2.15. Limit on Student Employment**

The Supplier must comply with any legal limits on the number of students that can be employed at the Supplier's facility at any given time.

## **3. Training and communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to all staff responsible for student management.

### **3.2. Educational Institutions**

The Supplier shall effectively communicate its student management policy to all educational institutions involved in the student management.

### **3.3. Onboarding of Student**

The Supplier shall provide onboarding and training to students.

#### **4. Documentation**

The Supplier shall retain documentation related to the protection of students.  
All documentation shall be made available to I-PEX for review upon request.

# Working Hours Management

## **Supplier Code of Conduct Requirements**

A workweek shall be restricted to 60 hours, including overtime, and workers shall have at least one day off every seven days except in emergencies or unusual situations. Regular workweeks shall not exceed 48 hours.

The Supplier shall follow all applicable laws and regulations with respect to working hours and days of rest, and all overtime must be voluntary.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1. Written Policy and Procedures**

The Supplier shall have a written policy that addresses working hours requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its working hours policy.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the working hours policy and procedures.

#### **1.3. Risk Management**

The Supplier shall identify and comply with the working hours requirements specified in the applicable laws and regulations and this Standard. The Supplier shall identify, assess, and minimize risks related to working hours.

#### **1.4. Production Planning**

The Supplier shall plan production schedules to meet committed production capacity, committed lead-time and the 60 hours per workweek and one-day of rest per seven days requirements.

#### **1.5. Official Working Hours Record Mechanism**

The Supplier shall have an official working hours record system to track working hours and days of rest for each worker. The official working hours record system shall ensure that the facility has reliable systems in place to measure and record actual hours of work.

The Supplier shall ensure that records of working hours can clearly measure and record each workers' time in and out of the facility, in addition to actual hours worked.

#### **1.6. Excessive Hours Control Mechanism**

The official working hours records system shall be capable of identifying workers who are scheduled to exceed the 60-hours and day of rest requirements, as well as track the total work hours per week and days of rest for each worker. The system shall provide summary reports and warnings to management prior to exceeding these requirements.

### **1.7. Dispute Mechanism**

The Supplier shall ensure that workers have a mechanism to understand, dispute and correct the actual hours worked as recorded in the official working hours records.

## **2. Operational Practice**

### **2.1. Weekly Working Hours**

Except in emergency or unusual situations, the Supplier shall limit the actual hours worked by each worker to no more than 60 hours per workweek.

### **2.2. Day of Rest**

Except in emergency or unusual situations, workers shall have a day of rest at least once every seven days. Days of work must be restricted to six consecutive days.

### **2.3. Ergonomic Breaks**

Supplier shall compensate workers for breaks and include breaks as regular working hours as per all applicable laws and regulations.

### **2.4. Bathroom Breaks**

Bathroom breaks shall contribute to working hours and shall be compensated.

### **2.5. Exceptions**

Workers may exceed the 60-hours workweek and/or the day of rest every seven days requirements during emergency or unusual situations.

The Supplier shall document that the emergency or unusual situation criteria has been met and make these documents available to I-PEX immediately upon its request.

After the emergency or unusual situation ceases, the Supplier shall immediately return to compliance with the 60-hours and day of rest requirements. At the end of the emergency or unusual situation, the Supplier shall immediately provide workers with a day of rest if the day of rest requirement had not been met during the emergency or unusual situation.

### **2.6. Work Activities**

The Supplier shall include the following activities in preparing official working hours records :

- Time on the production line, regardless if the line is running (production time) or not (down time)
- Mandatory meetings and trainings, including but not limited to orientation training, trainings on company policies and procedures, production planning meetings, assembly meetings and daily wrap-up meetings. All meetings must be arranged within the regular working shift.
- The Supplier shall not require workers to arrive prior to scheduled start of a shift, even by a few minutes to prepare for work, unless this time is counted as paid working time.
- Mandatory administrative processes including but not limited to the following, cumulating in greater than 15 minutes total:
  - Excessive waiting in line to punch out
  - Excessive waiting in line to clear security into/out of the production line or facility

- Waiting for supervisor approval, for example, time card approval
- Excessive waiting in line to clear facility mandated checks prior to entry or exit of the facility
- Any other process managed by the Supplier that requires workers to be present at the factory or perform any production-related work regardless of location.

### **2.7. Shift Arrangement**

Prior to requiring workers to perform nighttime work, the Supplier shall inform impacted workers of nighttime work requirements and schedules. If nighttime work requirement and schedules change, the Supplier shall immediately inform the impacted workers. The Supplier shall make reasonable accommodations to ensure the health and safety of its workers, including assigning a worker away from nighttime work from time to time.

A reasonable break shall be provided to workers between any shift change and in accordance with applicable laws and regulation, where applicable.

### **2.8. Workers Notification**

When possible, the Supplier is encouraged to notify workers at least 12 hours prior to work cancellations or reschedules from planned shift schedules.

## **3. Training and Communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to all staff responsible for working hours management.

### **3.2. Workers, Supervisors, and Managers**

The Supplier shall effectively communicate its working hours policy to all workers, supervisors, and managers during the initial orientation period and via refresher training on a regular basis.

## **4. Documentation**

The Supplier shall retain documentation related to working hours. All documentation shall be made available to the Customer for review upon request.

# Wages, Benefits and Contracts

## **Supplier Code of Conduct Requirements**

The Supplier shall pay at least the minimum wage and provide any benefits required by the law and/or contract. The Supplier shall compensate workers for overtime hours at the legal premium rate.

The Supplier shall communicate pay structure and pay periods to all workers.

The Supplier shall meet all legal requirements relating to wages and benefits, pay accurate wages in a timely manner, and wage deductions shall not be used as a disciplinary measure.

All use of temporary and outsourced labor shall be within the limits of the local law.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1. Written Policy and Procedures**

The Supplier shall have a written policy that addresses wages, benefits and contracts requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its wages, benefits and contracts policy.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the wages, benefits and contracts policy and procedures.

#### **1.3. Risk Management**

The Supplier shall identify and comply with wages, benefits and contracts requirements specified in applicable laws and regulations and this Standard.

The Supplier shall identify, assess, and minimize risks related to wages, benefits, and contracts.

### **2. Operational Practice**

#### **2.1. Minimum Pay**

All workers shall be paid no less than the minimum wage for all regular hours as per applicable laws and regulations.

A worker's base wage shall always be set at or above the minimum wage for the worker's classification.

The pay structure shall not require workers to work more than the legally mandated regular hours (whether calculated on an hourly, daily, weekly, or monthly basis) in order to earn the base wage.

#### **2.2. Overtime Pay**

All overtime hours shall be paid at the appropriate overtime rate applied to appropriate base wage as per applicable laws and regulations or the employment contract, whichever is higher, for the relevant worker's classification.

In countries where there are no legally established overtime rates as per applicable laws and regulations, the minimum overtime rate shall be 125% of the base wage.

**2.3. Benefits**

The Supplier shall provide mandatory benefits to the classification of workers as per applicable laws and regulations. Where permitted under law, the Supplier shall provide workers with paid and unpaid leave and public holidays.

**2.4. Working Hours Calculation for Overtime**

For the purposes of pay and benefits, regular and overtime hours calculation shall be based on the exact hours and minutes worked.

If the Supplier is unable to calculate the exact minutes, the regular and overtime hours shall be rounded up to the nearest 15 minutes in the workers’ favor as follows:

Times in minutes	$0 \leq x < 15$	$15 \leq x < 30$	$30 \leq x < 45$	$45 \leq x < 60$
Rounded allotment in minutes for overtime	15	30	45	60

**2.5. Working Hour Calculations for Tardiness**

For the purposes of pay and benefits, deductions for tardiness shall be based on the exact hours and minutes by which a worker is tardy.

If the Supplier is unable to calculate the exact minutes, deductions for tardiness shall be rounded down to the nearest 15 minutes in the workers’ favor as follows:

Times in minutes	$0 \leq x < 15$	$15 \leq x < 30$	$30 \leq x < 45$	$45 \leq x < 60$
Rounded allotment in minutes for tardiness	0	15	30	45

**2.6. Waivers**

Waivers affecting working hours or worker wages and benefits, even those promulgated by local authorities or government agencies, will not be accepted (e.g., the “Comprehensive Working Hours System” in China).

**2.7. Deductions**

The Supplier or its agents shall not deduct earnings from workers’ paychecks except where required by applicable laws and regulations, for example, taxes and social insurance, or when the Supplier or its agent is providing a service. If deductions are made as part of a service provided to workers, workers shall have the choice to opt out of such service.

Monetary penalties deducted from wages or reductions in mandatory benefits as disciplinary measures are prohibited.

**2.8. Deposits**

Deposits from workers are prohibited unless required by the applicable laws and regulations.

If a deposit is legally required, the Supplier shall ensure that a receipt is provided for any deposit made by workers and that such deposits shall be returned in full to the worker as expeditiously as practicable, but no later than one month after the worker’s employment termination or when the reason for such deposit has ended, whichever is earlier.

**2.9. Charges**

The Supplier shall not charge workers for anything required by the Supplier for the employee to effectively carry out their job duties, including but not limited to :

- required personal protective equipment
- uniforms, except for unreturned uniforms
- headset and replaceable foam pad covers.

Deposits shall not be charged upon the issue of such equipment. The Supplier may charge a prorated fee for unreturned items.

The Supplier must communicate these requirements when the times are supplied.

### **2.10. Payment**

The Supplier shall be required to make monetary payments under all circumstances where workers have not been paid their due. This includes but is not limited to:

- Underpayment
- Exit payment: Irrespective of the conditions under which the employment relationship has ended, all workers shall receive their wages due. The Supplier shall effectively communicate the resignation process to all workers at the start of the employment relationship and at the time of any material change in such process.

The Supplier shall ensure that the resignation process is easily accessible to all workers, including those who do not provide reasonable notice of termination. The Supplier shall not require compensation in any form for workers who do not provide reasonable notice of termination unless required by the applicable laws and regulations. The Supplier shall provide the Worker a record of the final wages earned and an explanation for any deductions.

- Deductions or payment by workers not specified by law: deductions made for deposits, fees, uniform charges, medical tests, disciplinary fines, tools, background checks, etc.
- Non-payment of statutory benefits such as overtime wages, annual leave, and paid public holidays
- Wages for mandatory meetings and trainings outside working time

### **2.11. Pay Schedule**

The Supplier shall pay workers within the deadline defined by the applicable laws and regulations. In the absence of such guidance, the Supplier shall pay the workers within 30 days of the end of the working period.

Pay adjustments in the case of discrepancies in records must be paid on or before the next payday.

### **2.12. Signed Contract**

The workers shall sign a written employment contract prior to performing any work at a Supplier's facility.

The Supplier shall ensure that the employment contract is written in a language that the worker understands.

This contract shall conform to the applicable laws and regulations and all relevant terms outlined in the Code and this Standard.

The Supplier shall ensure that all workers receive and understand a copy of this contract, signed by the Supplier at the time of the worker's signature. This also applies to any supplementary agreements.

At a minimum, this contract shall contain:

- All employment terms required by Applicable Laws and Regulations
- Worker's full name and date of birth
- Worker's passport number, ID card, or equivalent identification
- Emergency contact information

- The nature of work and place where it will be performed
- Living conditions
- Costs (if any) for meals and accommodation
- Descriptions and quantitative estimates of each line item to be deducted from wages
- The term of contract (if applicable)
- Expected regular working hours, Overtime Hours, frequency of rest days, and holidays.
- Base Wages for Regular Hours
- Clearly defined regular, overtime, and holiday wage rates, including maximum allowable Overtime Hours
- Deductions (if any)
- Benefits
- All applicable bonuses and allowance
- Date of eligibility for reimbursement of deposit (if any)
- Contract termination/resignation procedures and terms
- Terms and conditions for contract renewal
- No terms that deny a Worker the right to organize or engage in collective bargaining

### **2.13. Revised and Supplemental Contracts**

The Supplier shall ensure that any revisions to employment contracts and other related agreements shall be compliant to this Standard and that any revisions or subsequent contracts guarantee terms shall be at least as favorable to the worker as outlined in the original employment contract or as negotiated through collective bargaining.

### **2.14. Contract Termination**

The Supplier shall ensure that the workers are free to terminate their employment contract with reasonable notice.

### **2.15. Probation Period**

Where probationary or training employment is legally allowed, the Supplier shall ensure that the workers are paid at least the minimum wages.

No workers shall work more than 3 months cumulatively in those employment categories, or the maximum period allowed by applicable laws and regulations, whichever is shorter.

## **3. Training and Communication**

### **3.1. Responsible Staff**

The Supplier shall provide comprehensive training to all staff responsible for wages, benefits and contract management.

### **3.2. Workers, Supervisors, and Managers**

The Supplier shall effectively communicate its wages, benefits and contract policy to all workers, supervisors and managers during the initial orientation period and via refreshed training on a regular basis.

### **3.3. Communication of Wages**

The Supplier shall ensure that each payment to a Worker is accompanied by a clear statement communicating:

- The number of Regular Hours and Overtime Hours worked

- The appropriate rate of pay for Regular Hours, Overtime Hours, and holiday hours
- An account and definition of each deduction made
- An account and definition of each benefit payment made

#### **4. Documentation**

The Supplier shall retain documentation related to wages, benefits, and contracts.

The Supplier shall ensure that all legally required payroll documents, journals and reports are available, complete, accurate and up to date.

All documentation shall be made available to the Customer for review upon its request.

# Freedom of Association and Collective Bargaining

## **Supplier Code of Conduct Requirements**

The Supplier shall freely allow workers' legal rights to associate with others, form and join (or refrain from joining) organizations of their choice and bargain collectively without interference, discrimination, retaliation, or harassment.

## **Supplier Responsibility Standards**

### **1. Freedom of Association**

#### **1.1. Policy and Procedures**

The Supplier shall have a written policy on freedom of association. In addition, the Supplier shall have procedures and systems to implement its freedom of association policy in a manner that satisfies the requirements of the applicable laws and regulations, the Code, and this Standard.

The Supplier shall respect Workers' lawful rights to form or participate (or refrain from forming or participating) in organizations of their choosing, including but not limited to unions, worker committees, or other worker associations, and bargain collectively without interference, discrimination, retaliation, or harassment.

The Supplier shall accommodate workers should they express a desire for a grievance mechanism in addition to formal representation.

Where the applicable laws and regulations substantially restrict freedom of association, the Supplier shall allow alternative means for the workers to engage individually and collectively with the Supplier, including processes for the workers to express their grievances and protect their rights regarding working conditions and terms of employment.

Where such alternative means are provided, they should be accessible by all workers, regardless of race, religion, gender, or nationality, or other protected class.

#### **1.2. Neutrality**

The Supplier is not required to take an active role in supporting the workers' efforts to associate or organize but the Supplier must ensure that the workers can exercise their right to organize in a climate free of violence, pressure, fear, intimidation, and threats.

#### **1.3. Deductions**

The Supplier shall not deduct union membership fees or any other union fees from the workers' wages without the express and written consent of individual workers, unless specified otherwise in freely negotiated and valid collective bargaining agreements.

### **2. Workers Representation**

Subject to the applicable laws and regulations, the Supplier shall not interfere with the formation or operations of workers organizations, including acts that are designed to establish or promote the domination, financing, or control of such organizations.

The Supplier shall not interfere with the right of workers to draw up their constitutions and rules, to freely select their representatives, to organize their administration and activities, and to formulate their programs.

The worker representatives shall have access to their members under conditions established by the applicable laws and regulations or mutual agreement between the Supplier and the worker organization.

Worker representatives shall have the facilities necessary for the proper exercise of their functions.

Workers are free to meet and discuss workplace issues at work during their breaks and before and after work.

### **3. Non-Harassment and Non-Retaliation**

No worker or prospective worker shall be subject to dismissal, discrimination, harassment, blacklisting, intimidation, retaliation, or other employment decision for reason of:

- Membership and/or participation in a union, worker association, or other freedom of association activities
- Exercising lawful right to form a union or participating in collective bargaining efforts
- Organizing or participating in a legal strike or demonstration
- Raising issues to Management concerning compliance with a collective bargaining agreement or any other legal requirements.

The Supplier shall not threaten or use violence or the presence of police or military to intimidate employees or to prevent, disrupt, or break up any activities that constitute a lawful and peaceful exercise of the right of freedom of association, including union meetings, organizing activities, assemblies, and lawful strikes.

The Supplier shall not transfer, demote, promote, outsource, or reassign workers as a means to discourage unionization or participation in worker-management communication activities.

The Supplier management shall not impede workers' right to peaceful organization by outsourcing work performed by union members. Shifting production from one site to another for the purpose of retaliating against workers who have formed or are attempting to form a union is prohibited by the Code and this Standard.

### **4. Collective Bargaining Agreements**

When a collective bargaining agreement exists, the Supplier shall bargain in good faith.

The Supplier shall honor, in good faith, the terms of any signed collective bargaining agreement for its duration.

Where a collective bargaining agreement exists, workers covered by the agreement shall receive copies of the signed agreement.

Where the right to freedom of association and collective bargaining is restricted under law, the Supplier shall not obstruct alternative legal means of workers to associate and bargain collectively.

### **5. Training and Communication**

The Supplier shall have established a process in order to communicate the requirements regarding this Standard to workers, supervisors, and management.

The Supplier shall implement training programs and mechanisms to build capacity of the Supplier management to engage in a constructive, professional, and transparent manner.

The Supplier shall have documented processes by which to have a dialogue with workers, and worker representatives where elected or duly appointed, during recruitment and arrival of workers; in relation to audits and assessments, and health and safety management in the workplace; in designing and developing grievance mechanisms and about Worker concerns; and to address collective actions by the workers.

# Worker Engagement and Grievance Management

## **Supplier Code of Conduct Requirements**

The Supplier shall implement systems to collect workers' feedback, and identify worker needs, including in relation to wages and benefits, workplace conditions, healthcare, living conditions, health and safety, environment, and education and training.

The Supplier shall take appropriate actions to respond to worker feedback and shall communicate regularly on the progress of the actions taken.

The Supplier shall ensure that workers have an effective means of reporting grievances that facilitates open communication between management and Workers.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1. Written policy and procedures**

The Supplier shall have a written policy that addresses worker engagement and grievance management requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its worker engagement and grievance management policy.

The Supplier shall periodically review and analyze the effectiveness of existing worker engagement activities including remedial measures at least once per year.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2. Directly responsible individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the worker engagement and grievance management policy and procedures.

#### **1.3 Protection and Non-Retaliation**

A worker or prospective worker shall be able to report any grievance, or provide feedback, or participate in the investigation of such, in a safe environment without fear of reprisal, dismissal, discrimination, harassment, blacklisting, intimidation, retaliation, or any other penalty of any form when raised in good faith.

The Supplier shall also ensure workers' identities are protected to the maximum extent possible to prevent retaliation and ensure confidentiality, and that any private information is disclosed only to the Supplier personnel or parties required or permitted to access the information by law, or as required to conduct a good-faith, thorough investigation of any grievance.

### **2. Grievance**

#### **2.1. Channels for Grievance**

The Supplier shall implement adequate, effective and accessible grievance reporting channels.

The Supplier shall clearly establish and communicate (including without limitation were via policies posted in a

place where Workers can easily access them) effective Grievance reporting channels, which may include (but are not limited to) telephonic or electronic (email, app) hotlines or inboxes, whether owned by the Supplier or by a third party.

The Supplier shall ensure that at least one of these channels allows for anonymous reporting and shall communicate (as set forth above) the means by which Workers can report their grievances anonymously, as well as the procedures by which their anonymity will be protected. Grievance reporting channels shall be made available to workers in a language they understand.

## **2.2 Case Handling for Grievances**

For grievance issues, at a minimum, the following processes must be in place:

- Selection of a qualified, impartial investigation team
- Completion of a thorough investigation of relevant facts
- Preservation of confidentiality to the maximum extent possible
- Timely resolution and implementation of corrective measures, and remedy, if applicable
- Timely feedback to workers throughout the handling process
- A right of appeal for any party adversely impacted by the resolution of the investigation

To ensure protection of the grievance and any witnesses who cooperate in the investigation, a policy should be in place that prohibits retaliation against such individuals.

It is I-PEX's intent that the processes required by this section comply with the United Nations Guiding Principles on Business and Human Rights, including without limitation its Principles 29 and 31.

## **2.3 Grievance Tracking**

The Supplier shall maintain an adequate record system including but not limited to:

- The dates, types and number of issues received
- Channels through which a grievance was reported, or events took place
- Investigation reports including names and titles of persons involved in the investigation process, or participants in events
- Issues identified and improvements undertaken
- Associated resolutions and appeals
- Feedback provided to Workers regarding resolutions where applicable
- Time taken to resolve worker grievances, participation, and feedback

## **3. Worker Engagement**

The Supplier shall proactively solicit Workers' feedback through different channels, including but not limited to periodic (at least once per year) surveys, interviews, dialogue with workers, or similar mechanisms designed to understand overall worker satisfaction from recruitment, onboarding, resignation, to termination.

Feedback shall cover areas including but not limited to:

- Wages and benefits
- Workplace conditions

- Employment relation
- Healthcare and well-being
- Living condition
- Education and training
- Supplier shall ensure these channels are available to all Workers who wish to participate, and in the language(s) in which Workers communicate in the workplace (if that language differs from their native language(s))

The Supplier shall identify areas for improvement based on the feedback and develop specific plans to address worker wellbeing and the workplace experience.

#### **4. Training and Communication**

The Supplier shall provide adequate training to the individuals involved in worker engagement activities and grievance management.

The Supplier shall provide training to workers on the availability of grievance mechanisms, grievance reporting processes in the onboarding orientation, and as a yearly refresher training.

In addition to the grievance tracking requirements above in relation to individual cases, the Supplier shall provide periodic updates to workers on feedback received from surveys and other channels.

#### **5. Documentation**

The Supplier shall retain documentation related to worker engagement and grievance management, including the following:

- Policy and procedures related to worker engagement
- Worker training/communication
- Grievance records
- Worker feedback via various channels, e.g.: worker survey, regular worker communication meetings
- Actions taken to address the feedback
- Regular reviews of worker engagement activities

All documentation shall be made available to I-PEX for review upon its request.

# Supplier Code of Conduct and Supplier Responsibility Standards

## **2. 【Health and Safety】**

We value the workers' health and safety and well-being. The Supplier shall provide and maintain a safe working environment and implement health and safety management practices in their operations. The workers have the right to refuse dangerous work and to report unhealthy working conditions.

- Occupational Health and Safety Management
- Chemical Management
- Fire Safety Management
- Emergency Preparedness and Response
- Infectious Disease Preparedness and Response
- Incident Management
- Dormitory and Dining
- Combustible Dust Hazard Management
- Machine Safety Management

# Occupational Health and Safety Management

## Supplier Code of Conduct Requirements

The Supplier shall identify, evaluate, and manage occupational health and safety hazards through a prioritized process of hazard elimination, substitution, engineering controls, administrative controls, and/or personal protective equipment.

## Supplier Responsibility Standards

### 1. Regulatory Permits

The Supplier shall obtain, retain, and manage valid or current copies of all necessary occupational health and safety-related permits, licenses, registrations, and regulatory approvals as required by applicable regulatory requirements.

### 2. Occupational Health and Safety Risk Assessment

#### 2.1 Risk Assessment

The Supplier shall establish a process to identify and document foreseeable occupational health and safety hazards. Foreseeable hazards include but are not limited to physical, chemical, and biological hazards.

Sources or tools for hazard recognition include process diagram, material inventory, equipment list, task list, employee reporting, inspection findings, past incident record, etc.

Examples of risk assessment methods include but are not limited to:

- Process Hazard Analysis
- Job Hazards Analysis
- Exposure Assessment

Risk assessments shall be conducted by personnel with expertise in the selected methodology.

The Supplier shall conduct a risk evaluation of new or changed operations including new or changed equipment, workplace station, workplace location, or processes before being put into production or service.

The outcome of risk evaluations shall include actionable risk control solutions for any identified risks.

Risk evaluations shall additionally specify non-production activities such as, but not limited to: maintenance tasks, storage and transportation of Hazardous substances, waste management, and emergency response preparedness activities.

Risk assessment results shall be documented, and action items shall be followed up on through the point of closure.

Risk assessment studies shall be periodically reviewed and revalidated. The period shall be at least annually or based on, for example, the nature of the Hazard, level of risk and operating experience, including environment, health and safety incidents and audits findings.

## **2.2 Hierarchy of controls**

The Supplier shall eliminate or mitigate occupational health and safety hazards identified in the workplace using the hierarchy of controls, prioritized in the following order:

- Hazard elimination
- Substitution
- Engineering controls
- Administrative controls
- Personal Protective Equipment (PPE)

## **3. Electricity Safety**

The Supplier shall establish a reliable process on electrical safety, conduct risk assessment to identify potential electrical hazards and develop actions to reduce associated risks.

The process shall be applied to the entire Supplier facility, including such areas not frequently accessed such as rooftops, basements, and false ceilings, etc. The process shall cover at least the below items:

- All electrical equipment or devices, including wirings, sockets, lighting fixtures, switches, etc., must be properly designed, installed, maintained, and deemed safe for use
- Any work that may potentially involve electrical hazards must be conducted by qualified personnel only
- Temporary electrification shall be performed in accordance with the applicable laws and regulations
- Regular safety inspections shall be performed by qualified personnel to ensure electrical equipment and devices are in good condition
- Pest control program to eliminate risk of electrical short circuit and associated fire risk

## **4. Lockout/Tagout**

Lockout / Tagout programs shall be followed during all work or maintenance requiring access to chemical delivery and recirculation lines and pumps (drained or un-drained), electrical systems, moving equipment, and bypassing or defeat of guards and/or interlocks.

Barricades and warning signs shall be placed so as to prevent unauthorized access during maintenance and cleaning activities.

## **5. High-Risk Tasks**

Required procedures and practices for high-risk tasks shall apply to workers and contractors performing on-site work at a Supplier facility.

### **5.1 Confined Spaces**

Wherever work involves maintenance or cleaning activity in a confined space, confined space entry procedures shall be set up and implemented and a work permitting process shall be implemented with special precautions.

### **5.2 Hot Work**

Appropriate hot work procedures including permitting and fire watches shall be implemented.

### **5.3 Work at Heights**

Appropriate fall protection shall be worn and a work permitting process shall be implemented when working from

heights exceeding of 2 meters (6 feet).

#### **5.4 Hoists and Cranes**

All operations involving the use of hoists and/or cranes shall have documented and implemented operating procedures. Operators shall obtain all required qualifications and licenses before performing such operations.

#### **5.5 Powered Industrial Truck**

The Supplier shall establish and implement a written program to properly manage the use of powered industrial trucks, which include but may not be limited to forklift trucks, powered hand trucks, stackers, or other types. A risk assessment must be undertaken to develop adequate control measures to ensure workplace safety and prevent injuries/accidents.

All powered industrial truck and associated drivers/operators must be authorized with necessary permits/licenses prior to being operated per the applicable laws and regulations.

The Supplier shall ensure regular inspections and maintenance are performed for powered industrial trucks per the applicable laws and regulations and maintain relevant records.

### **6. Industrial Hygiene**

#### **6.1 Monitoring/Assessment**

The Supplier shall have qualified personnel, or an external organization conduct industrial hygiene monitoring/assessment in the workplace at least annually or as per applicable regulations.

If the monitoring results exceed the local regulatory Occupational Exposure Limit (OEL) or other more stringent OEL referenced by I-PEX, the Supplier shall take immediate action to provide appropriate engineering controls or temporary PPE until there are three consecutive monitoring results below the OEL, each at least one day apart.

When an existing production process is modified, a new production line is introduced, or new products are being manufactured, the Supplier shall determine whether additional industrial hygiene monitoring is required by evaluating the MSDS (SDS) of the hazardous chemicals used or any physical/biological occupational hazard elements associated with the modified or new process.

#### **6.2 Radiation Safety Management**

The Supplier shall ensure all ionizing (e.g. X-ray) radiation devices are operated in compliance with the applicable laws and regulations and requirements stated hereunder without regard to ownership of the equipment.

Radiation equipment shall have:

- Proper warning signs, alarms, lights, labels as required by the applicable laws and regulations
- Proper interlocks on operating doors and service panels as required by the applicable laws and regulations

The Supplier shall take reasonable steps to ensure workers are protected against exposure to radiations by:

- Maintaining radiation equipment properly
- Performing radiation level measurements at least annually or as per the local regulation, whichever interval is shorter, by a qualified resource

- Performing radiation detections after any maintenance involving the lead chamber, moving, or installing radiation equipment
- Operating radiation devices in a controlled-access area and any personnel entering the control area shall wear personal dosimeters where such requirements are mandated by law
- Performing safety checks after tool installation or re-installation, which should include, but is not limited to:
  - Warning label
  - Warning light
  - Interlock
  - Emergency machine shut off
- Training the Workers who may come in contact with the radiation equipment

The Suppliers shall assign a directly responsible individual for radiation safety management. This individual must be trained on radiation safety management and, if applicable, hold radiation safety certifications as required by law. Where required by local law, Suppliers shall maintain records demonstrating compliance to radiation worker's occupational health surveillance.

### **6.3 Ventilation**

Exhaust ventilation shall be installed in the work area to effectively collect and remove air emissions of hazardous chemicals. Exhaust ventilation systems shall be monitored to employ adequate air speeds and airflow rates, and volumes and ventilation rates to ensure effective removal of the hazardous emissions.

Emission collection devices shall be installed as close to the source of the emissions as possible to improve capture efficiencies. Ducts and pipes shall be made of materials that are compatible with their intended use and be maintained and inspected regularly. Incompatible Chemicals shall not be vented in same exhaust system. Processes using toxic or flammable gases or vapors, or combustible dusts shall be conducted in rooms or chambers that have negative pressure relative to occupied areas.

### **6.4 Water Quality Monitoring/Assessment**

Supplier shall have qualified personnel, or an external organization conduct water quality monitoring/assessment in the workplace at least annually, or as per applicable regulations. Drinking water samples from dispensers must be taken and analyzed at each building to ensure a full coverage of the entire facility. Secondary water supply samples from holding tanks must be taken and analyzed from each individual tank present at the facility.

## **7. Medical Surveillance**

The Supplier shall establish an occupational health surveillance system to identify workers who are routinely exposed to occupational hazards, the workstations, the length of time which they have worked at the stations, their pre-task, on the job, post-task, and post-emergency medical surveillance records.

The system shall meet the requirements as per local regulations. Medical surveillance shall be conducted by a qualified clinic. Medical surveillance results shall be provided to the tested Workers upon request.

For any workers routinely exposed to occupational hazards, the Supplier shall provide:

- Pre-job medical surveillance to new Workers before starting work

- On the job medical surveillance to Workers at least once every two years or per applicable laws or regulations, whichever is more stringent
- Post-job medical surveillance to Workers who leave the position
- Medical surveillance to Workers before the Supplier closes business, merges with another organization, or spins off
- Medical surveillance to Workers exposed to Hazardous Chemicals after emergency situations

If a Worker has abnormal medical surveillance results related to exposures received at the Supplier's facility:

- Worker shall be removed from the current job immediately and offered another position in the facility
- Supplier is prohibited from terminating the labor contract with the Worker due to the medical surveillance results
- Supplier shall provide medical treatment to the Worker
- Supplier shall provide re-examination to the Worker
- Supplier shall cover the medical treatment, re-examination, and rehabilitation cost for the Worker

## **8. Personal Protective Equipment (PPE)**

Appropriate PPE shall be provided to all personnel at risk of exposure to occupational hazards within the worksite. PPE provided must be according to applicable regulations and/or based on recommendations in the SDS/risk assessment results. All workers must be trained on the correct use of PPE before work.

PPE shall be properly maintained and stored and inspected and replaced periodically based on the manufacturer's instructions.

## **9. Ergonomics**

Supplier shall implement a documented process to identify, evaluate, and control workplace ergonomic hazards. Ergonomic risk assessments shall include identification of jobs and tasks with potential ergonomic hazards. Inputs may include but are not limited to task observation, worker/supervisor feedback, and worker surveys.

Ergonomic risk assessments shall be conducted on all new or modified production lines, equipment, tools, and workstations prior to being put into production. Potential risk factors may include but need not be limited to:

- Impact on muscles and joints (such as fingers/hand/wrist, arms/shoulder, neck, back, legs, feet) including dynamic movements, static postures, force, and twisting
- Contact pressure (such as fingers, palm, and forearms)
- Vibration (such as arms, full body)
- Control of operating speed
- Repetition
- Illumination
- Lifting
- Noise
- Temperature
- Work duration

The Supplier shall implement controls to reduce ergonomic hazards and shall document the process from implementation through elimination or reduction of the ergonomic hazard(s). These jobs and tasks shall be re-

assessed prior to starting production with an ergonomic task analysis to ensure reduction or elimination of ergonomic hazards.

## **10. Contractor Management**

The Supplier shall establish and implement a procedure to manage and monitor contractor work onsite in accordance with all applicable health and safety laws and regulations.

This includes but is not limited to:

- Training in EHS requirements, including emergency procedures, before the start of work
- Performing a risk assessment
- Contractor access control process
- High risk tasks management process
- Reporting of EHS incidents

## **11. Training and Communication**

Suppliers shall implement an occupational health and safety training management system with a strategy and execution plan that meets the demands of regulatory requirements, industry standards, and I-PEX's Standards.

The occupational health and safety topics shall be based upon regulatory requirements and types of operations conducted.

The Supplier shall provide Workers with appropriate workplace health and safety training in one or more languages so that all Workers understand such training.

Health and safety related information shall be clearly posted in the facility.

## **12. Documentation**

The Supplier shall retain all documentation related to occupational health and safety management. The Supplier shall maintain written copies of all records for the following periods or as per the applicable laws and regulations, whichever is more stringent:

- Permits and regulatory approvals: current versions and/or historic versions (where specified in regulatory requirements)
- Hazardous chemical inventory records, UST/AST records, and current versions of MSDS/SDS sheets
- Historic hazardous chemical inventories, emergency response (chemical spill) drill records, and spill/leakage incident investigation documents for 5 years
- All equipment, tank, tankage, and area inspection and maintenance records for 5 years
- Employee training records for the previous 5 years or such other period specified by applicable regulatory requirements, whichever is longer
- Worker medical surveillance records: hazardous chemical medical surveillance records shall be maintained for 30 years plus the duration of the employment, or such other period specified by applicable regulatory requirements, whichever is longer
- Written copies of all legally required training records

All documentation shall be made available to I-PEX for review upon its request.

# Chemical Management

## **Supplier Code of Conduct Requirements**

The Supplier shall develop and implement a program to take reasonable steps to prevent adverse impacts to people and the planet arising from processes and operations of chemicals.

The Supplier shall comply with I-PEX's Regulated Substances Specifications for all goods it manufactures for, or provides to, I-PEX.

### **1. Chemical Management**

The Supplier shall implement a documented program to identify, evaluate and control adverse effects of processes and operations that handle chemicals. This program shall be based on a thorough risk assessment of the hazards that will be encountered in the workplace/facility relating to chemical operations being carried out at the facility.

#### **1.1. Chemical Management Program**

The Supplier shall follow the procedures in its chemical management plan to mitigate hazards. The program shall include the following elements:

- Analysis of operations and processes related to chemicals. An analysis of risks arising from such processes and operations. The program shall include a documented risk assessment methodology used to assess and differentiate the hazards.
- System to identify and implement controls necessary to mitigate these risks
- Identification of qualified third party or individuals specialized in designing, installing chemical processes and controls if needed
- Identification of test laboratory if needed to test for hazard

#### **1.2 Chemical Management Team**

The Supplier shall organize and assign 'Directly Responsible Individuals (DRI)' to form a Chemical Management Team (CMT) at each facility. The CMT shall have the obligation and authority to direct the Supplier's actions for management of chemical operations to ensure the protection of Worker health and safety, the environment, and community.

#### **1.3 Chemical Identification and Evaluation**

The Supplier shall establish and implement a written program to track, review, and approve the use of all hazardous chemicals and shall obtain internal Environmental, Health, and Safety (EHS) approvals for all new purchases of hazardous chemicals prior to use. The Supplier shall ensure that its selection processes for all new hazardous chemicals include a thorough evaluation of non-hazardous alternatives.

The Supplier shall develop and maintain an up-to-date written chemical inventory detailing all hazardous chemicals introduced to the facility. The Supplier shall review the hazardous chemical inventory annually and update it to reflect process, formula, material, and product changes.

The chemical data shall be disclosed to I-PEX in accordance with its regulated substances specification.

The Supplier shall ensure that the Hazardous Chemical inventory includes but is not limited to:

- Chemical product information (commercial name, Chemical Abstract Service (CAS) number, chemical manufacturer)
- Purpose for use
- Location of use and storage
- Quantity of the Hazardous Chemical used annually
- Maximum legally allowable storage limits (where applicable)
- Exposure information (frequency, duration, and people exposed)
- Application and control information
- Test results for cleaners per the regulated substances specification

Chemical inventory data and supporting documents shall be disclosed to I-PEX for review upon its request.

A Chemical compatibility chart shall be developed for the hazardous chemicals used and stored on the site.

The Supplier shall comply with I-PEX's regulated substances specification, for all materials and goods it manufactures for, or provides to, I-PEX.

#### **1.4 Hazardous Chemical Handling**

Hazardous chemicals shall be handled in accordance with the applicable standards, laws, and regulations.

The use or handling of hazardous chemicals shall not take place in any area where it may present an immediate danger to health or the environment due to spillage, fire, or reactivity.

Hazardous chemical transportation devices shall be equipped with a means to secure the containers of hazardous chemicals to the device and shall include secondary containment equal to the volume of the materials transported unless there is no possibility of spillage due to the packaging (such as sealed metal containers).

#### **1.5 Hazardous Chemical Storage**

Chemicals shall be stored according to the applicable laws and regulations and meet the below requirement:

- Stored in compatible containers that are not damaged and have no leakage. Regular inspections shall be conducted to review container integrity.
- Not stored where they can be affected by weather. Chemical storage shall follow manufacturer's storage instructions.
- Segregated from incompatible Chemicals in accordance with the Supplier's chemical compatibility matrix
- Protective measures in place for any stacked chemicals to prevent falling
- No stacking of Hazardous Chemical containers where there is a risk of spillage. Metal drums containing liquids (such as 55-gallon drums) shall not be stacked unless each individual drum is secured to a stacking device (equipment or fixtures specifically designed for drum stacking).

Hazardous chemical storage areas shall be equipped with, but not be limited to:

- Appropriate ventilation
- Appropriate fire prevention and control equipment
- Temperature and humidity measurement and control devices

- Detectors for any Hazardous gases
- Secondary Containment
- A dike to prevent spillage from exiting the storage area
- Anti-static devices and explosion-proof electrical devices for flammable and combustible chemical warehousing
- Appropriate personal protective equipment (PPE)
- Emergency equipment, including safety shower, eyewash, and spill kit

### **1.6 Storage and operation with Compressed Gases**

Compressed gases possess several hazards as discussed here which include but are not limited to:

- Fire and explosion hazards of flammable, pyrophoric, or reactive gases
- Health hazards of toxic, corrosive, or asphyxiant gases
- Pressure hazards due to the high pressures within most cylinders that can result in rapid release and subsequent violent pin wheeling or propulsion (rocketing) of the cylinder
- Safety hazards, due to the weight of the cylinders, during handling and storage operations

The Supplier should assess each type of compressed gas for the type of hazards associated with it and provide proper safeguards. Suppliers storing compressed gases at the facility in accordance with the applicable laws and regulations and follow the maximum allowable quantity (MAQ) of compressed gas that can be used and stored within a building. Compressed gas cylinders should be secured with chains and stored in well-ventilated area.

### **1.7 Bulk/Tank Storage:**

The Supplier shall install secondary containment for underground storage tanks and perform tank integrity tests at least biennially to detect failures of the primary or secondary containment structures or leakage into the secondary containment system. The Supplier shall have a system to detect leakage at an early stage by visual inspection, meter monitoring, or other measures. The Supplier shall conduct regular visual inspections for all secondary containment areas and above ground storage tanks (including tankage).

Hazardous chemicals shall be transported between work areas in the original shipping container except when transferred to smaller compatible containers for transport that are labeled appropriately. Workers are required to use an appropriate device when transporting large or multiple containers of hazardous chemicals.

A register of underground storage tanks and above ground storage tanks shall include the following information for each:

- Construction date, type, and material
- Location, dimensions, and capacity
- Design pressure and operating temperature and pressure
- Current status (for example: in use, temporarily out of service, decommissioned)
- Appurtenances (for example: pumps, piping, valves, gauges, connections to other vessels, testing ports, instrumentation, controls)
- Spill/leakage prevention systems
- Spill/leakage detection systems
- Inspection, maintenance, and repair records

### **1.8 Chemical Hazard Communication**

The Supplier shall communicate the risks of hazardous chemicals and subsequent control mechanisms to mitigate those risks to workers. Control mechanisms include, but are not limited to, engineering, administrative, and personal protective equipment (PPE) controls. PPE signage shall be provided at workstations where PPE is required to be used during operations.

The material safety data sheet or the safety data sheet of the hazardous chemicals used in the facility shall be written in one or more languages so that all workers understand all such sheets, and they should be readily accessible to workers in the areas where the hazardous chemicals are used.

All chemical containers and chemical process tanks in the workplace shall be labeled as per the applicable laws and regulations and must contain label(s) stating the name of the chemical therein and any health, safety, and/or environmental warnings provided in the MSDS or SDS.

Codes and pictograms may be used but must comply with the Globally Harmonized System for Classification and Labeling of Chemicals, and workers must have knowledge of the meaning of the codes and pictograms.

All Chemical-transporting pipelines in the workplace must have labels stating the name and flow direction of any hazardous chemicals being transported. Pipelines shall use the proper color scheme as per applicable standards and regulations, or, if no standard exists, in accordance with ANSI/ASME A1 Scheme for the Identification of Piping Systems.

## **2. Operational Practices for Hazardous Chemicals Processes**

The following section lists practices for Hazardous processes and minimum requirements for safe management of such operations are discussed. The Supplier should perform their own due diligence with their CMT and ensure the practices mentioned below are adequate for properly safeguarding the chemical operation at their facilities.

In many cases, more detailed assessment and controls will be required to fully protect people and the planet from any adverse impacts of these operations.

### **2.1 Sensors and alarms**

Any operation involving flammable toxins or asphyxiants should be evaluated if it requires appropriate sensors such as oxygen or LEL monitors strategically located to sense presence of gases and vapors and alert the employees via an audiovisual alarm. Employees must be trained to properly respond to such alarms.

### **2.2 Area classification**

Chemical hazards in each area and process should be properly identified and the area should meet hazardous area classification as required by local the applicable laws and regulations.

Electrical devices in the classified area should be rated for use in the area.

### **2.3 Local exhaust ventilation**

Local exhaust ventilation should be installed to direct chemical vapors away from employees and work in enclosed locations. Local exhaust ventilation should be designed for the specific chemical process and periodically checked to ensure its effectiveness.

### **3. Management of Hazardous Substances Above Threshold Quantities**

#### **3.1 Process Safety Management**

Suppliers that formulate, store, consume, or otherwise manage highly hazardous, flammable, explosive or toxic materials above the threshold quantities identified by the applicable laws and regulations must implement a documented process safety management system ("PSM System") designed to prevent or minimize the consequences of a catastrophic release or explosion.

Locally specified threshold quantities and PSM System regulations shall be applied.

Where local PSM System regulations have not been established or are deemed insufficient by I-PEX, the threshold quantities in and requirements of the US Occupational Health and Safety Administration PSM System regulations detailed within 29 CFR 1910.119 shall be deemed applicable.

#### **3.2 Training and Communication**

Supplier shall train its workers, contractors, or any other affected individuals:

- On standard operating procedures and consequence of deviations of processes and operations in their work area
- When a new chemical or chemical process is introduced or changed
- On emergency response associated with chemical processes and operations

### **4. Documentation**

The Supplier shall maintain documentation on hazard assessment, risk assessment criteria used for hazard assessment and results of such assessments.

Supplier should maintain documented evidence that the high hazard operations are not causing harm to people and the planet as required by the applicable laws and regulations.

All documentation shall be made available to I-PEX for review upon its request.

# Fire Safety Management

## **Supplier Code of Conduct Requirements**

The Supplier shall develop and implement a program to ensure its fire safety during property design, construction, renovation, utilization, decommissioning processes, and perform fire risk assessment with proper emergency response plans to mitigate risks and harm to life, environment, and property.

## **Supplier Responsibility Standards**

This standard applies to all properties owned or leased by the Supplier which includes but not limited to buildings, facilities, utilities, and installations.

### **1. Regulatory Permits**

The Supplier shall obtain, retain, and manage valid copies of all necessary fire permits, licenses, registration, and regulatory approvals as required by the applicable laws and regulations.

The Supplier shall properly plan and ensure adequate lead time to update its fire permits for any alteration including but not limited to renovation, re-layout and changes of property purposes, usages or processes as per the applicable laws and regulations.

### **2. Policy and Procedures**

#### **2.1 Tracking of Legal Requirement**

The Supplier shall track, review, and implement applicable fire safety laws and regulations.

The Supplier shall develop documented process to ensure compliance with all local laws and regulations relating to fire safety.

#### **2.2 Fire Safety Team**

The Supplier shall identify qualified responsible individual(s) to oversee, enforce and manage the implementation of fire safety policies and procedures.

#### **2.3 Risk Assessment**

The Supplier shall ensure that a thorough fire safety risk assessment is performed by qualified personnel. The purpose of the risk assessment is to determine all necessary fire safety related measures.

Adequate and timely risk control measures shall be developed based on the risk assessment results. Any fire risk as identified (e.g., combustible dust, chemicals related, electrical fire) shall be adequately controlled with sufficient fire safety equipment and any other preventive measures.

The risk assessment shall be performed at least once a year, and whenever there are changes including but not limited to addition of buildings, renovation, new equipment, or change of layout and/or processes, etc.

### **3. Operational Practices**

#### **3.1 Fire Safety Design**

The Supplier shall have a process in place to ensure full compliance with fire safety related the applicable laws and

regulations and Code requirements in terms of its designing related to fire for all relevant properties.

This includes but not limited to the below items:

**Layout**

The overall layout of the properties or building floors shall meet the general considerations of reducing fire hazards and facilitating firefighting and rescue purposes.

The space of a property must be reasonably divided into different fire compartments dependent on functions or usages to ensure any fire accident that occurs in one compartment shall be adequately contained or controlled to prevent further spreading to the others.

**Fire Barriers**

Different fire compartments shall be protected by installation of physical fire barriers, including but not limited to fire walls.

**Fire Walls**

Openings in fire walls and fire barrier walls shall be protected by self-closing fire doors that have fire-resistance ratings equivalent to the wall design.

**Materials of Construction**

The materials used for property construction, renovation, or refurbishment, including but not limited to walls, doors, ceilings (including false ceilings), electrical shafts, pipe wells, ventilation ducts, fire barriers, etc., must be fireproof, fire retardant, or fire resistance to match different property purposes, functions and fire hazard levels, etc.

**Fire Compartment**

The space of a property must be reasonably divided into different fire compartments dependent on functions or usages to ensure any fire accident that occurs in one compartment shall be adequately contained or controlled to prevent further spreading to the others.

**3.2 Emergency Response**

The Supplier shall develop a written fire emergency response plan to address foreseeable fire emergencies, including procedures for when a fire emergency occurs. The Supplier shall ensure compliance to all requirements in Emergency Response and Preparedness standard.

**Firefighting Equipment**

The Supplier shall install and properly maintain all legally mandated or recommended equipment including, but not limited to, fire alarms, smoke detector, fire sprinklers to detect, notify of, monitor, and suppress fires. Asbestos-containing fire suppression materials (for example, blankets) are prohibited.

**Inspection and Maintenance**

The Supplier shall ensure that all firefighting equipment is periodically tested as per manufacturers' instruction or recommendations, and that malfunctioning/nonfunctional equipment is identified and repaired. All inspections

must be carried out at least annually or as otherwise required by the applicable laws and regulations, and records of such inspections and maintenance must be maintained and made available to I-PEX for review upon its request.

### **Fire Drill**

Fire drills shall be conducted on a frequency per the applicable laws and regulations. In the absence of applicable laws or regulations, then the frequency shall be at least semi-annually.

The drill shall cover all workers, and the Supplier shall evaluate workers' emergency evacuation performance. Records of all evacuation drills shall detail evacuation speed, number of Workers participating, and potential improvements.

## **4. Training and Communication**

The Supplier shall provide fire safety training to workers on annual basis and during new worker onboarding training.

## **5. Documentation**

The Supplier shall maintain accurate documentation on fire safety as required by the applicable laws and regulations including but not limited to the following:

- Fire permits/approvals/registrations
- Material compliance records
- Risk assessment records
- Fire drill records

All documentation shall be made available to I-PEX for review upon its request.

# Emergency Preparedness and Response

## **Supplier Code of Conduct Requirements**

The Supplier shall identify and assess potential emergency situations. For each situation, the Supplier shall develop and implement emergency plans and response procedures that will minimize harm to life, environment, and property.

## **Supplier Responsibility Standards**

### **1. Emergency Planning**

#### **1.1 Emergency Scenario**

The Supplier shall identify and evaluate the likelihood of different types of emergencies based on its production processes, chemical consumption, and utility operation, in addition to local geographic, geologic, and meteorological conditions.

Emergency scenarios may include fire, explosion, flooding, chemical spillage, power outage or natural disasters.

#### **1.2 Emergency Response Plan**

Based on these potential emergency scenarios, the Supplier shall develop written emergency response plans to address foreseeable emergencies.

#### **1.3 Emergency Procedure**

The Supplier shall follow the procedures defined in its emergency response plan when an emergency situation occurs. The basic elements of an appropriate plan are as follows:

##### **1.3.1 Emergency Response Team**

The Supplier shall organize and assign trained Workers to form an emergency response team (ERT) at each facility that shall be available during all working shifts.

The ERT shall have the obligation and authority to direct the Supplier's response to emergencies to ensure the protection of Worker health and safety, the environment, and property.

##### **1.3.2 Communication**

The Supplier shall have reliable and effective mechanisms of internal and external communication for notification of emergencies and subsequent evacuation of all persons in the facility. The communication mechanisms shall be audible throughout the entire facility.

The Supplier shall also develop and maintain the capability to inform the surrounding community, the public, the authorities, and appropriate government agencies in all emergency scenarios, such as release of toxins into the environment or chemical spillage.

##### **1.3.3 Evacuation and Assembly**

The Supplier shall immediately evacuate its facility in any emergency where the health and safety of the workers may be threatened. Evacuations shall be conducted under the guidance of designated trained personnel who must

direct workers to clearly marked safe assembly areas. Workers must not return to previously unsafe areas unless and until the emergency situation is resolved and the facility is declared safe by the appropriate authorities and/or other trained and authorized personnel.

## **2. Emergency Preparedness Facility Requirements**

### **2.1 Aisles**

Aisles between process and production lines shall be clearly marked, unobstructed, and made from non-slippery material. Width of the aisles shall be maintained as per legal requirements.

### **2.2 Emergency Exits and Exit Signs**

The Supplier shall allocate sufficient emergency exits in buildings, according to the building size and number of occupants, in compliance with all applicable laws and regulations and prudent safety practice.

Emergency exit doors shall:

- Not be blocked, obstructed, or locked at any time when workers are present in the facility
- Open outward
- Be clearly marked with an "Exit" sign or symbol that meets the applicable laws and regulations and is universally understood by all workers
- Be in good working order
- Normally be in the closed position

Emergency exit signs shall be visible in the dark and during power outages, powered by battery power or back-up electricity from the facility.

### **2.3 Evacuation Map**

The Supplier shall post an accurate, up-to-date, and correctly oriented evacuation map in all process and production areas, meeting rooms, dining and living areas, and other public spaces.

The evacuation map shall be clearly marked in a language understood by all workers with viewer's position and nearest exit routes and muster points.

### **2.4 Assembly Area**

The Supplier shall designate a clearly marked, unobstructed, open space for assembly of workers during emergency situations.

Evacuated workers must be able to safely assemble at a reasonable distance from emergency exits so as not to interfere with the safe evacuation of the buildings in the event of an emergency.

### **2.5 Elevators**

The Supplier shall post signs (in one or more languages such that all workers understand such signs) on all elevators to prevent usage during emergencies unless the elevator is designed for firefighting or other emergency use.

## **3. Emergency Equipment**

The Supplier shall ensure that proper type of emergency equipment and systems are installed and maintained as

per the applicable laws and regulations.

### **3.1 Emergency Lighting**

The Supplier shall provide adequate, functional emergency lighting in stairs, aisles, corridors, ramps, passageways leading to exits, and in other areas as required by the applicable laws and regulations.

Emergency lighting may be powered by either battery or backup generator.

### **3.2 Shutdown Devices**

The Supplier shall install manual or automatic shutdown devices on any hazardous production equipment to avoid injury or damage in an emergency.

### **3.3 First Aid Equipment**

The Supplier shall ensure that an adequate supply of appropriate medical equipment is available throughout the facility, well maintained, and easily accessible to all workers. The Supplier shall train a sufficient number of workers in First Aid.

## **4. Inspection and Maintenance of Emergency Equipment**

The Supplier shall ensure that all emergency equipment is periodically tested as per manufacturers' instruction or recommendations, and that malfunctioning/nonfunctional equipment is identified and repaired. All inspections must be carried out at least annually or as otherwise required by the applicable laws and regulations, and records of such inspections and maintenance must be maintained and made available to I-PEX for review upon its request.

## **5. Emergency Contacts**

The Supplier shall assign emergency contacts in each work unit and for all shifts to enable internal communication in emergencies. Contact information for internal and external emergency responders/agencies shall be posted in a language understood by all Workers in public areas that are easily accessible to workers.

## **6. Training**

The Supplier shall provide emergency response plan training to all workers. All workers must be informed of changes in company policy or procedures related to emergency preparedness within 30 days of implementation.

Training shall be delivered at least annually to all relevant/designated persons.

The Supplier shall provide information to vendors, contractors, and other temporary visitors about the evacuation routes, Assembly Areas, and emergency contacts and procedures.

## **7. Emergency Drills**

Emergency response drills and evacuation drills shall be conducted on a frequency per the applicable laws and regulations. In the absence of applicable laws or regulations, then the frequency shall be at least semi-annually.

The emergency and evacuation drill shall cover all workers, and the Supplier shall evaluate workers' emergency evacuation performance.

## **8. Documentation**

The Supplier shall maintain accurate documentation on emergency preparedness and response required by local

laws and regulations including but not limited to the following:

- Emergency procedures
- Records of all emergency drills
- Maintenance and Inspection records
- Training records

All documentation shall be made available to I-PEX for review upon its request.

# Infectious Disease Preparedness and Response

## **Supplier Code of Conduct Requirements**

The Supplier shall develop and implement a program to take reasonable steps to prepare for, prevent, and respond to the potential for an infectious disease among its employees.

## **Supplier Responsibility Standards**

### **1. Infectious Disease Planning**

Supplier shall implement a documented Infectious disease preparedness and response process to (i) identify, evaluate, and control workplace infectious disease transmission and (ii) monitor the guidance of relevant health agencies to determine how best to incorporate recommendations into the infectious disease planning.

This program shall be based on a thorough risk assessment of the hazards that could be encountered in the workplace relating to the infectious diseases.

#### **1.1 Procedure**

The Supplier shall follow the procedures defined in its infectious disease response plan when such a situation occurs. The plan should include the following elements:

- Analysis of potential of an infectious disease that workers might be exposed to, including specific risk factors for employees
- A system to identify and implement controls necessary to mitigate these risks
- Process for the identification, isolation, and transportation of infected individuals
- Cleaning and decontamination procedures for workstation, isolation room, dormitory, and other common areas (as applicable)
- Identification of service providers for specialized cleaning and decontamination where needed
- Identification of medical and laboratory service providers

#### **1.2 Infectious Disease Response Teams**

The Supplier shall organize and assign Directly Responsible Individuals (DRI) to form an Infectious Disease response team (IDRT) at each facility. The IDRT shall have the obligation and authority to direct the Supplier's response to Infectious disease situations thus ensuring the protection of worker health and safety, the environment and community.

## **2. Infectious Disease Practices**

### **2.1 Labor**

The Supplier shall ensure that:

- Workers are protected against any improper discrimination, harassment, or retaliation for infectious disease-related reasons
- Effort to protect worker confidentiality is taken in accordance with the applicable laws and regulations when cases are reported
- Workers are paid as per applicable laws and regulations for medical observation, quarantine, treatment, and

downtime/recovery period related to an infectious disease

## **2.2 Personal Hygiene**

The Supplier shall:

- Provide adequate facilities for hand washing and drying, including hygiene and sanitation supplies such as, but not limited to hand soap, non-reusable towels, hand sanitizers, etc.
- Encourage workers to stay home if they are sick
- Discourage workers from sharing phones, tools or equipment when possible
- Ensure workers receive appropriate vaccinations and follow all applicable health and safety measures in accordance with local government requirements and recommendations

## **2.3 Supplies**

The Supplier shall maintain an inventory of supplies required to protect workers and contain spread of an infectious disease. The Supplier shall maintain adequate supply of these items at all times.

These may include the following:

- Hand soap or optional hand sanitizer in all washrooms
- Face masks, N95 respirators (should be fit tested), gloves, gowns (or protective clothing), and protective eyewear
- Cleaning and disinfecting supplies, including clean cloths, soap, and disinfection agents
- Supplies that may be useful to detect and control the spread of disease (e.g., thermometers, barrier screens, test kits, etc.)

Supplier shall also maintain protocol for proper hygienic disposal of all the supplies.

## **2.4 Airflow and waterborne spread**

All air flow and water supply systems will meet standards according to the applicable laws and regulations and specifications. Ventilation and water supply systems will be monitored in accordance with engineering and manufacturing recommendations and will be properly installed and maintained.

## **3. Infectious Disease Surveillance and Reporting**

The Supplier shall have a defined process in place to ensure adequate surveillance of infectious diseases in the workplace as well as in the local community, nationally, and internationally.

If an infectious disease emergency (whether epidemic, endemic, or pandemic) is declared by local authorities, the Supplier shall:

- Increase its Infectious Disease related precautions in workplace
- Take reasonable actions to avoid spread of infectious disease in workplace according to guidelines provided by local authorities

### **3.1 Case Handling**

The Supplier shall encourage its workers to report any symptoms of infectious disease in a timely manner. If the Supplier suspects a case of infectious disease at the facility, the Supplier shall:

- Safely isolate and transfer the infected individuals
- Do their due diligence to identify all individuals who might have contacted the suspected/infected person, alert them, and provide testing if necessary

- Enhance cleaning and disinfection at the facility per the guidance of the appropriate experts/authorities
- Alert or work with the local authorities, in cases of an infectious disease outbreak being confirmed within the facility or the local community. Guidance from the authority could include: a reduction in workers' working hours, a reduction in number of employees working at the facility, or closure of the facility.
- Reopen its facility according to local authorities' guidelines if required

### **3.2 Reporting**

The Supplier shall have a process to report suspected or confirmed cases at the workplace and, when required, supplier shall report any infectious disease cases to local authorities per the applicable laws and regulations. The Suppliers shall comply with the Supplier Incident Reporting requirements to report to I-PEX any infectious disease incidents that are of public concern.

### **4. Training and Communication**

All Workers, supervisors, managers, onsite contractors, and vendors shall be trained in the basic principles of Infectious Disease control, including:

- Personal hygiene and sanitation (including but not limited to hand washing, control of coughs and sneezes, cleaning and disinfecting surfaces, and a ban on sharing tools, food, drinks, equipment etc.)
- Self-monitoring and timely reporting of signs and symptoms of an infectious disease
- Proper usage and disposal of PPE
- Proper food handling and preparation

Training shall be provided during the initial enrollment period, via refresher training on an annual basis, and during the outbreak of an epidemic or pandemic Infectious Disease.

### **5. Documentation**

Supplier shall retain all documentation related to infectious disease preparedness and response and shall be made available for review upon its request.

# Incident Management

## **Supplier Code of Conduct Requirements**

The Supplier shall have a system for workers to report health and safety Incidents and near-misses, as well as a system to investigate, track, and manage such reports. The Supplier shall implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

## **Supplier Responsibility Standards**

### **1. Policy and Procedures**

#### **1.1 Written Policy and Procedures**

The Supplier shall have a written policy that addresses Incident management requirements specified in the applicable laws and regulations and this Standard.

The Supplier shall have written procedures and systems to implement its incident management policy.

The Supplier shall comply with its written policy and procedures at all times.

#### **1.2 Directly Responsible Individual(s)**

The Supplier shall identify the responsible individual(s) to oversee and enforce the implementation of the incident management policy and procedures.

### **2. Incident Tracking Mechanisms**

The Supplier shall have a system for workers to report health and safety incidents and near-misses.

The Supplier shall have a mechanism to track all Incidents. The mechanism shall include at least the following:

- Incident investigation
- Incident reporting

### **3. Incident Investigation**

#### **3.1 Root Cause Investigation**

On a regular basis and immediately following material Incidents, the Supplier shall analyze incident data including incident tracking and medical surveillance, as well as incident scene and witness testimony data.

The Supplier shall conduct root cause analysis to determine the immediate causes, root causes, and management system failures that contributed to Incident occurrences.

#### **3.2 Corrective and Preventative Actions**

The Supplier shall perform corrective and preventive actions to mitigate risks. Each immediate and root cause shall have at least one corrective and preventative action identified and conducted.

Each corrective and preventative action shall be assigned to directly responsible individual(s) and shall be tracked through timely closure.

#### **3.3 Medical Assistance and Return to Work**

If a worker is injured at Supplier's facility:

- the Supplier shall provide necessary medical treatment immediately after the incident
- the Supplier shall provide post-Incident medical surveillance as per applicable legal requirements and the worker's needs as diagnosed by a specialized medical practitioner
- the Supplier is prohibited from terminating the labor contract with the worker because of injuries sustained at Supplier's facility or while working
- the Supplier shall make reasonable efforts to accommodate the worker's return to work, which may include rearranging working time, providing special equipment and opportunities for rest breaks, allowing time off for medical appointments or part-time work, and other appropriate return-to-work arrangements
- the Supplier shall cover the cost of the Worker's medical treatment, re-examination, and rehabilitation

## **4. Incident Reporting**

### **4.1 Regulatory Reporting**

The Supplier shall comply with all the applicable laws and regulations regarding reporting of incidents.

### **4.2 Reporting to I-PEX**

The Supplier shall report any fatality or other Incidents of public concern (e.g., multiple people seriously injured, individuals affected by pandemic/epidemic illness) to I-PEX within 24 hours of the Incident.

The Incident report shall include (but is not limited to):

- Location of facility and incident
- Time of incident.
- Site description
- Incident description
- Number of injured, dead, and/or missing
- Control measures and remedial actions

## **5. Training and Communication**

### **5.1 Responsible Staff**

The Supplier shall provide comprehensive incident reporting and root cause analysis training to all responsible staff. All Personnel involved in incident investigation should be properly trained to do so in order to ensure the integrity, consistency, and effectiveness of investigations.

### **5.2 Workers, Supervisors, and Managers**

The Supplier shall provide Incident reporting training to all workers, supervisors, and managers of the facility to encourage accident and near-miss reporting.

## **6. Documentation**

### **6.1 Document Management**

The Supplier shall retain incident investigation documentation for at least 5 years or in accordance with the applicable law and regulations, whichever is more stringent. All documentation shall be made available to I-PEX for review upon its request.

# Dormitories and Dining

## **Supplier Code of Conduct Requirement**

Worker dormitories provided by the Supplier or a third-party shall be clean, safe, and provide adequate living space. The Supplier shall provide workers with reasonably accessible and clean toilet facilities and potable water. The Supplier-provided dining, food preparation, and storage facilities shall be sanitary.

## **Supplier Responsibility Standards**

### **1. Regulatory Permits**

The Supplier shall obtain, retain, and manage valid current copies of all necessary dormitories and dining related permits, licenses, registration, and regulatory approvals as required by the applicable laws and regulations.

### **2. Policy and Procedures**

#### **2.1 Dormitories and Dining Planning**

The Supplier shall implement a documented dormitories and dining management process to ensure conditions of dormitories and dining meet the applicable laws and regulations, the Code, and this Standard.

The process shall at least include the following items:

- Identification of legal requirements as well as customer requirements related to dormitories and dining
- System in place to measure the dormitory and canteen capacity to meet the demands of the workers
- Tracking and risk assessment of any new or temporary dormitories, dining services and implementation of controls necessary to mitigate any risks identified
- Pre-selection due diligence process for any dormitory and dining service providers

#### **2.2 Dormitories and Dining Management Team**

Supplier shall organize and assign "Directly Responsible Individuals (DRI)" to form a dormitory and dining management team. The team shall have the obligation and authority to direct the Suppliers' actions for the management of dormitories and dining, to ensure compliance of the conditions.

### **3. Operational Practices**

#### **3.1 Dormitory**

##### **3.1.1 Basic Conditions**

All dormitories shall be located within a reasonable distance from the workplace with recommended travel time of less than one hour. In cases where supplier is providing transportation to workers, the Supplier shall perform due diligence while choosing third party transportation provider to ensure safety and reliability of the transportation. The transportation schedule shall be based on shift timings and pickup locations shall be safe and conveniently located.

All dormitory buildings shall be separate from buildings that contain production, warehousing, or chemical storage areas. All dormitory rooms shall have adequate lighting, heat, and ventilation.

The Supplier shall conduct risk assessments periodically, taking into consideration the climate of the location, temperature ranges, common practices in the region, and worker feedback to determine proper heating and cooling measures in dormitory rooms.

### **3.1.2 Facilities**

Dormitory facilities shall be safe and shall meet all the applicable laws and regulations.

All dormitory facilities shall meet the following requirements:

#### **Bed:**

Comfortable beds, cots, or bunk beds shall be provided for each Dormitory resident. The beds provided shall at least meet the following requirements:

- Single- or double-layer bunk only
- One bed for one individual
- Adequate space btw. bunks and the following minimum space shall apply in absence of applicable legal requirement:
  - Minimum 0.7-meter clearance between upper and lower bunks of double-deck beds
  - The width of the passage between two bunk beds shall be no less than 1.2 meters

#### **Closet and Lockers:**

Dormitory bedrooms shall have adequate and private arrangements such as personal closets for storing clothing and other personal belongings. Secure storage or personal locker shall be provided in each dormitory bedroom for storing residents' valuable belongings.

#### **Toilets and Bathrooms:**

For all toilets and bathrooms inside workplace, dormitory, dining, or any other areas, the Supplier shall ensure all toilets and bathrooms meet the following requirements:

- Be clean and sanitary
- With sufficient lighting and ventilation
- Provided with adequate privacy following local custom
- Not more than 61 meters (200 feet) from each dormitory bedroom
- At least one privy seat and showerheads per 15 occupants and minimum of one such unit for each gender in common-use toilet and bathrooms on each floor
- Appropriate gender segregation
  - One solid wall from floor to ceiling shall separate toilets for different genders
  - Proper marking with "men" and "women" in a language that workers can understand
  - Toilet paper or equivalent supplies, hand washing and drying facilities in public toilets are available for use at any time
  - Floors sloped downward towards properly constructed floor drains
  - Water tanks should be cleaned annually or as per local legal requirements

#### **Drinking Water:**

Supplier shall provide access to potable water in all dormitories, and it shall meet the following requirements:

- Freely available always to all residents and within 61 meters (200 feet) from each dormitory rooms
- Safe for consumption and tested according to the applicable laws and regulation, and at least annually

**Living Space:**

The living space in dormitory rooms shall meet the following requirements:

- No more than 8 occupants in one bedroom
- No less than 3 square meters of individual living space per occupant excluding inside bathroom and balcony areas

**3.1.3 Safety****Electrical Safety**

The Supplier shall establish an electrical safety protocol in all dormitories, and it shall at least include the following:

- All electrical wiring, sockets, lighting fixtures and switches shall be properly installed and maintained in compliance with the applicable laws and regulations
- Electrical equipment shall not exceed the power rating of the electrical outlet
- Guidance for electrical equipment usage to ensure only safe electrical equipment are used

**Emergency Equipment**

- Smoke detectors installed in each dormitory bedroom and all common areas. The detectors shall be tested at least annually to ensure continued proper operation
- Proper firefighting equipment shall be provided in a readily accessible place not more than 25 meters (82 feet) from each dormitory room and common assembly rooms
- First aid kits with adequate supplies provided in each dormitory building and readily accessible for use by residents at all times

**Egress**

- All dormitory rooms shall be free to exit by workers at any time and shall not have installation of any hardware which may block workers' exit
- All dormitory and dining halls shall be equipped with adequate, unblocked and unlocked emergency exits as per the applicable laws and regulations or at least two exits whichever is more stringent
- All exit doors shall open outward
- Evacuation signages, sufficient emergency lighting and unobstructed evacuation routes shall be maintained at any time
- Supplier shall designate a clearly marked and unobstructed assembly areas in open space

**Drills**

Fire drills shall be conducted as per the applicable laws and regulations involve all occupants from all shifts or at least semi-annually in absence of the applicable laws and regulations.

**3.1.4 Administrative Measures**

The Supplier shall implement appropriate gender segregation in dormitory. If sleeping accommodations for different genders are in the same building, separate rooms shall be provided for each gender.

**Security**

The Supplier shall implement security measures in dormitory areas to safeguard workers' safety and their property by:

- Access control to manage unauthorized access into the dormitory.
- Monitoring methods to prevent and deter any illegal activities from happening (e.g. security patrolling, CCTV etc.)

**Hygiene**

The Supplier shall have a program in place to maintain hygienic conditions in the dormitory. The Supplier shall include the following items in the program:

- Cleaning and disinfection equipment and process
- Pest control programs

**3.2 Dining**

The Supplier shall ensure that food preparation, processing, storage, and dining facilities are sanitary and comply with applicable laws and regulations.

**3.2.1 Food Preparation**

The Supplier shall inspect and properly label incoming food materials to ensure safety and traceability of food materials.

Food processing shall be carried out as per applicable hygiene standards, and adequate control measures shall be in place to prevent contamination or spoilage of food.

**3.2.2 Food Storage**

Food storage, including but not limited to utensils/equipment, labeling, temperature, and pest control, should be in compliance with applicable laws and regulations.

The Supplier shall keep food samples as per applicable laws and regulations.

**3.2.3 Dining Facilities**

The Supplier shall ensure that dining areas are clean, sanitized, equipped with proper seating arrangements, lighting, heat, ventilation, and hand-washing facilities.

**3.2.4 Waste**

The Supplier shall store, handle, and manage the disposal of all waste including but not limited to food waste as per the applicable laws and regulations.

**3.2.5 Hygiene**

The Suppliers shall implement an effective management system to maintain the sanitary conditions of dining facilities, in accordance with the applicable laws and regulations, including but not limited to:

- Cleaning and disinfection protocols
- Pest control protocols
- Adequate personal hygiene practice by food handlers
- Food and water testing are carried out as per the applicable laws and regulations. Water shall be tested at least

annually.

- Valid health certificates are available for all food handlers

## **4. Audit and Corrective Actions**

### **4.1 Audits**

The Supplier shall conduct periodic audits including periodic safety inspection in dormitories and dining to ensure compliance to applicable laws and regulations and this Standard.

### **4.2 Corrective Actions**

The Supplier shall take improvement action to correct the findings from the audits as mentioned in 4.1.

## **5. Training and Communication**

### **5.1 Workers**

The Supplier shall establish a mechanism for example registers at dining halls and dormitories for workers to provide dormitory and dining related feedback and take improvement actions as per the feedback.

The Supplier shall provide adequate training and communication on dormitory and dining to all staffs. The training shall include but not limited to the following:

- Orientation on fire safety, emergency evacuation procedures and smoking guidelines
- Practices on electrical safety
- Personal hygiene and food safety requirements to food service staff
- Any dormitories and canteen rules that impact workers
- Dining rules and personal hygiene guidance

The training shall also be refreshed on annual basis.

The Supplier shall ensure that audit findings and improvements related to dormitories and dining are regularly shared with workers.

### **5.2 Reporting**

The Supplier shall report to I-PEX any new and removal of dormitories and dining upon request.

## **6. Documentation**

The Supplier shall retain all documentation related to dormitory and dining. The Supplier shall maintain written copies of all records for the following periods or as per the applicable laws and regulations, whichever is more stringent:

- Sanitary licenses, permit, inspection records and testing reports shall be maintained and posted as per the applicable laws and regulations
- Risk assessment of dormitories and dining services
- Tracking records of new and removal of dormitories and dining
- Dormitory and Dining management rules
- Dormitory and Dining cleaning and maintenance protocols and records.
- Grievance/Feedback records
- Audit records and evidence of corrective actions

- Training records
- Fire drill records shall be maintained for at least 3 years

All documentation shall be made available to I-PEX for review upon its request.

# Combustible Dust Hazard Management

## Supplier Code of Conduct Requirements

The Supplier shall implement a documented program to identify, evaluate, and control the hazards of processes and operations that produce combustible dust.

## Supplier Responsibility Standards

### 1. Combustible Dust Hazard Identification

#### 1.1 Identification of Potential Hazards

Any Dust/particulate used or created by a Supplier shall be considered a potential combustible dust hazard until proven otherwise by testing.

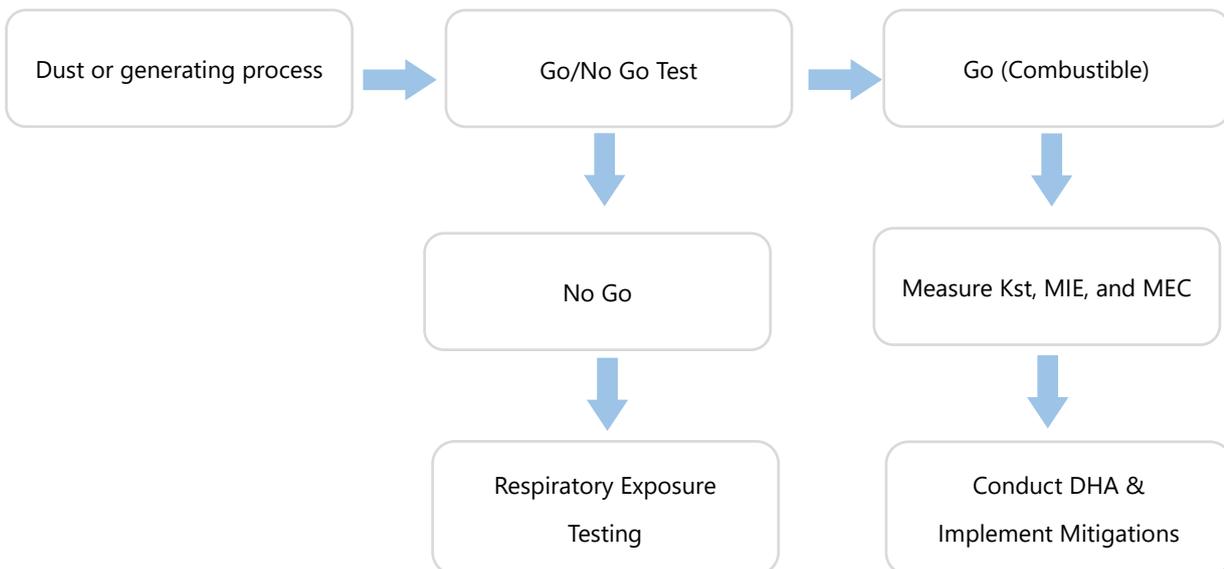
These processes include but are not limited to:

- A process where a dry or wet dust collector is being used to collect dust
- Any grinding, sanding, shredding, cutting, milling, routing, or drilling process that generates fine particulates or dust.
- Any polishing, brushing, or buffing process that creates dust
- Any other process or manufacturing operation that generates or handles dust or media blasting or other powders.

#### 1.2 Evaluation of Potential Hazards

The Supplier shall evaluate all identified potential combustible dust hazards as follows:

- The dust must be tested to determine whether it is explosive by first testing in a modified Hartmann Lucite tube with a constant arc energy source of 10 joules  
— and, if not explosive/hazardous in this test, conducting a subsequent test in a 20-liter vessel according to ASTM E1226 Go/No-Go Screening Test criteria



- If the Dust is determined to be explosive, the Supplier shall have the dust further tested in support of the

pending dust hazard analysis (risk review) to determine its explosion severity Kst (ASTM E1226), Minimum Ignition Energy (ASTM E2019), and Minimum Explosible Concentration (ASTM E1515) values

- If the sample was not ignitable in the modified Hartmann Lucite tube, the MIE test is not required and the MIE shall be reported as greater than 10 joules
- If the Kst value is greater than 0 bar-m/sec, the dust shall be deemed a combustible dust and those areas of the facility where the combustible dust is present, in sufficient quantities to create a deflagration or explosion, shall be deemed to contain a combustible dust hazard

Hence forth the use of the term 'combustible dust' means that supplier has carried out necessary testing as described in 1.2 above and has established that combustible dust hazard exists at the facility.

### **1.3 Combustible Dust Response Team**

The Supplier shall form a Combustible Dust Response Team (CDRT) and assign a Directly Responsible Individual (DRI) to lead identification, testing, and training at each facility where combustible dust hazard is established. The team shall have the obligation and authority to direct the Supplier's actions for the management of combustible dust operations, housekeeping and maintenance to ensure the protection of Worker health and safety, the environment, and the community.

## **2. Combustible Dust Program**

The Supplier shall follow the procedures in its combustible dust management program to mitigate hazards.

The program shall include the following elements:

- Analysis of operations and processes related to production of combustible dust, and analysis of hazards arising from such processes and operations. The program shall include a documented risk assessment methodology used to assess and prioritize the hazards known as Dust Hazard Analysis (DHA).
- Additional dust testing may be required to identify combustibility parameters for appropriate mitigation measures
- System to identify the controls necessary to mitigate these risks
- Identification of qualified third parties specializing in combustible dust testing, as well as designing, and installing dust capture from processes

### **2.1 Dust Hazard Assessment (DHA)**

Facilities processing, creating, or handling combustible dust, are required to perform a Dust Hazard Analysis (DHA) and risk assessment per industry best practice NFPA 652. Where possible, this review should take place prior to the start of manufacturing.

This review shall be based upon the previously mentioned combustibility testing data and all storage, processing and waste management risks encountered in the workplace/facility related to combustible dust producing processes and equipment.

A DHA shall be facilitated by a qualified person or third-party for any confirmed combustible dust. Other participants in the review from related facility departments should include Maintenance, Engineering, Operations and Environment and Health and Safety (EHS).

## **3. Operational Practices for Combustible Dust**

Once the risks are analyzed and qualified in the DHA, appropriate controls shall be implemented to mitigate the hazards to the lowest acceptable risk levels. A list of controls mentioned below should be implemented based on the process and the risk levels as applicable. Controls listed are not the only control a facility may need to implement. Additional controls may be required to fully mitigate risks arising from combustible dust operations.

### **3.1 Electrical Hazard Area Classification (HAC)**

Facilities where combustible dust is being produced or is otherwise present shall be subject to a hazardous area classification analysis. NFPA 499, GB 12476.1, and GB 12476.2 or equivalent should be followed for guidance in conducting the analysis.

The Hazardous Area Classification analysis shall be performed by qualified persons who have demonstrated competency in the area of conducting these analyses.

### **3.2 Collection of Combustible Dust**

Machines that produce fine particles of combustible material shall be provided with hoods, capture devices, or enclosures that are connected to a dust collection system having suction and capture velocity to collect and transport all the dust produced.

Enclosure-less dust collectors are prohibited for collection of metal dust.

For dust collectors equipped with fan/blowers and where metal is used for construction of fan blades or housings, the metal shall be a non-sparking such as bronze, nonmagnetic stainless steel or aluminum.

Dry dust collectors shall not be used for collection of aluminum, magnesium, niobium, tantalum, titanium, zirconium, or hafnium dusts.

Transport velocities inside the ductwork shall be sufficient to ensure the transport of both coarse and fine particles and to ensure re-entrainment if, for any reason, the particles fall out before delivery to the collector. For metal dusts, a minimum transport velocity of 23 m/sec is required. For non-metal dusts a minimum transport velocity of 20 m/sec is required.

### **3.3 Combustible Dust Control via Housekeeping**

A housekeeping plan shall be developed and maintained for any areas presenting a combustible dust hazard. The plan shall include appropriate methods and processes for performing the cleaning.

Regular cleaning frequencies shall be established for walls, floors, and horizontal surfaces, such as equipment, ducts, pipes, hoods, ledges, beams, and above suspended ceilings and other concealed surfaces, to minimize accumulations of dust that present a combustible dust hazard within the facility.

In areas where metal dust is being produced, or otherwise handled, dust shall not be allowed to accumulate to a level that obscures the color of the surface beneath it.

Surfaces shall be cleaned in a manner that minimizes the generation of dust clouds. Vigorous sweeping, brushing, or blowing dust with compressed air produces dust clouds and shall not be permitted.

### **3.4 Control of ignition sources**

Facilities with combustible dust hazards must have robust controls to eliminate ignition sources. Such facilities should have:

- Hot work permit program
- A no-smoking policy
- Permanently installed process equipment including ventilation and dust collection systems. All building structural steel shall be grounded and bonded to prevent static electricity build up. Grounding and bonding should be periodically checked to ensure continuity.
- All machinery shall be installed and maintained in a manner that minimizes the possibility of friction sparks. Hot surfaces should be maintained below the Minimum Ignition Temperature (MIT) of a dust layer ASTM E2021, of combustible dust.

### **3.5 Process improvements**

Facilities can implement, where applicable and technically feasible, processes such as:

- Dust capture water curtains
- Wet polishing/machining
- Extraction ventilation

### **3.6 Performance Based Option**

As an alternative, where and when necessary, a qualified person(s) may develop performance-based design provisions with regards to management of combustible dust fire and explosion hazards, in lieu of the prescriptive requirements outlined in this standard.

- The performance-based design must demonstrate that the approach provides at least an equivalent measure of safety about prescriptive requirements
- The performance-based design should be documented with all calculations, references, assumptions, and sources from which material characteristics and other data have been obtained or on which the designer has relied for some material aspect of the design

## **4. Training and Communication**

Many significant industrial dust explosions have been attributed to a lack of hazard awareness for the persons handling combustible dust. Therefore, it is critical that the Supplier shall train its workers, contractors, or any other affected individuals.

This should include training on:

- Combustible dust hazard awareness training.
- Standard operating procedures and consequences of deviation from processes and operations within their work area.
- New material or manufacturing process where introduced or changed.
- Emergency response associated with processing of combustible dust.

## **5. Documentation**

Supplier shall retain copies of combustible dust related documentation, readily available upon request by I-PEX.

These documents should include, but are not limited to:

- Dust Hazard Awareness Training
- Combustible Dust Lab Test Data
- Dust Hazard Analysis Reports
- Hazardous Area Classification Reports
- Incident/Accident Reports
- Corrective Action Closures

# Machine Safety Management

## Supplier Code of Conduct Requirements

The Supplier shall develop and implement a documented program to purchase, install and operate machines directly used to manufacture, test, and recycle I-PEX products in a safe manner.

Summary of Supplier responsibilities:

### Design & Purchase

3. Determine applicability of this Standard for the machine (2.0)
4. Incorporate Safer Machine Specifications into purchasing documents to MB/SI (2.1)
5. Obtain TCF from MB/SI and provide onsite physical or digital storage (2.2)

### Installation

1. Provide services and connections (3.1)
2. Perform onsite risk assessment (3.2)
3. Perform acceptance testing (3.2)
  1. Add hazard warning, if required (3.3)
  2. Machinery acceptance-sign-off (3.4)

### Design & Purchase

1. Develop standard operating procedures (SOPs) (4.1)
2. Provide and document training (5.0, 5.1, 5.2, 5.3)
3. Incident reporting (4.2)

## 1. Machine Safety Management

### 1.1 Machine Safety Management Program

The Supplier shall follow the procedures in its machine safety management plan to mitigate hazards to people and planet.

Any such plan should include the following elements:

- A documented onsite risk assessment methodology to identify, evaluate and implement controls to reduce risks
- The onsite risk assessment shall be reviewed and revised as appropriate when:
  - a. Machine is modified
  - b. Machine is repurposed for a different process or application
  - c. Machine is retrofitted for a different process or application
- Identification of third party or parties qualified to perform risk assessment, design, installation of machines and controls if needed. Such a third party should be familiar with the Machinery Directive 2006/42/EC.
- Identification of test laboratory when specific certification for safety devices are required or to perform reliability testing or failure analysis when required

### 1.2 Machine Safety Team

The Supplier shall assign Directly Responsible Individual (DRI) at each facility to form a Machine Safety Team (MST). The MST shall have the obligation and authority to direct the Supplier's actions for management of machines to ensure the protection of worker health and safety, and the environment.

## **2. Design and Purchasing of Machinery**

The Supplier shall exercise due diligence while selecting MB/SI to ensure they are qualified to provide a machine that is compliant with this standard. I-PEX requires all NPI machines based on new DFM (Design for Manufacturing) used directly to manufacture, test, or recycle I-PEX products to be in conformance with section 2 of this standard. It is important to note that this is not a retroactive requirement.

### **2.1 Documentation for Purchasing Machinery**

The Supplier shall ensure MB/SI comply with all applicable local machine safety laws and regulations as well as incorporate safer machine specifications to MB/SI with the machine purchasing documents.

### **2.2 Deliverable from the Machine Builders and System Integrators to Suppliers**

The Supplier shall ensure TCF has been obtained from the MB/SI. The TCF shall be kept by the Supplier for the duration of machine life and readily available to I-PEX upon request.

## **3. Installation of Machines**

### **3.1 Integration into Existing Infrastructure**

The Supplier shall work with the MB/SI to ensure safe integration of machines into supplier factory infrastructure. The Supplier shall:

- Ensure machine builders and systems integrators receive site safety briefing per I-PEX Supplier Code of Conduct occupational health and safety standard –Contractor Management
- Provide appropriate electrical power and safe connection to the machines
- Provide local exhaust ventilation to protect workers against airborne chemical and particulate exposure if applicable
- Provide appropriate pneumatic/hydraulic connections for machine operations.
- Establish sufficient floor space as defined by area and load design of each floor to provide safe machine layout to and install and access machines

### **3.4 Machinery Acceptance**

Machinery shall be accepted for use when Sections 2.2, 3.2, and 3.3 have been approved by the Supplier's sign off process.

## **4. Safe Operation of Machines**

### **4.1 Standard Operating Procedure (SOP)**

The Supplier shall implement systems to ensure that machines are operated in a safe manner. Supplier shall develop and train all applicable personnel (operators, supervisors, maintenance personnel) on operating instructions for each machine to ensure:

- Safely operate machinery in normal operating mode.
- Safely perform troubleshooting on an energized machine, including requirement for a second person as a safety watch (buddy system)
- Perform all routine maintenance as defined by machine builder
- Lock and tag out the machines to safely de-energize all energy sources to go to zero energy source
- Safe and temporary authorization of interlock override when required

- Periodic testing of interlocks and e-stops to ensure machine is operating in safe mode
- Safe restart and/or handover from maintenance to operations after non-routine process condition

#### **4.2 Documenting and reporting machine related injuries**

The Supplier shall implement a system to document machine related injuries. The system shall record near misses, first aids, medical treatment cases and their severity.

The Supplier shall share this data with I-PEX upon request. The Supplier shall perform systematic root cause analysis on all medical treatment injuries and share the identified root cause with I-PEX and machine builders/system integrators.

### **5. Training**

The Supplier shall ensure appropriate training is provided to all applicable personnel including but not limited to the following.

#### **5.1 Supplier Machine Safety team**

- Performing and reviewing risk assessments
- Reviewing the TCF to verify conformance to essential health and safety requirements according to Annex I of MD2006/42/EC
- Testing interlocks and E-stops
- Electrical and Mechanical safety
- Systematic root cause analysis methods for machine related injuries

#### **5.2 Supplier Operators and Supervisors**

- SOP for safe machine operation
- Interlocks and E-stop functions
- Safe and temporary override of interlock when required

#### **5.3 Supplier maintenance personal**

- Routine and non-routine maintenance SOP
- Safe Active troubleshooting using a buddy system
- Safe and temporary override of interlock when required

### **6. Documentation**

Supplier shall maintain accurate documentation on machines as required by local laws and regulations including but not limited to:

- TCF
- Record of training
- Routine and non-routine maintenance procedures
- Record of interlock override
- Record of interlock and e-stop testing and verification
- Any updates/retrofits to the machines

All documentation shall be made available to I-PEX for review upon its request.

# Supplier Code of Conduct and Supplier Responsibility Standards

## **3. [Environment]**

We are practice in environmental protection and environmental responsibility is one of our basic business values. The Supplier shall develop, implement, and maintain environmentally sound business practices.

- Waste Management
- Water and Wastewater Management
- Stormwater Management
- Air Emissions Management
- Greenhouse Gas Emissions Management
- Boundary Noise Management
- Resource Consumption Management

# Waste Management

## **Supplier Code of Conduct Requirements**

The Supplier shall implement a systematic approach to identify, manage, reduce and responsibly control disposal, and minimize waste to landfills from its operations.

## **Supplier Responsibility Standard**

### **1. Regulatory Permits**

The Supplier shall have the required environmental permits and other required approvals for its current operations. The Supplier shall plan and provide adequate time to update current environmental approvals and permits for any alteration that may change the environmental impact of the Supplier's operations.

The Supplier shall comply with applicable hazardous waste permits and reporting requirements in accordance with applicable regulations.

The Supplier shall perform the following actions:

- Register all hazardous waste in accordance with applicable regulatory requirements
- Obtain permits for pollutant discharge, hazardous waste handling, hazardous waste storage, and hazardous waste transport in accordance with applicable regulatory requirements
- Report any alteration that may change the status of registration and permitted hazardous waste generation to the appropriate local and national regulatory agencies

### **2. Directly Responsible Individual(s)**

The Supplier shall identify the individual(s) responsible for waste management.

### **3. Identification of Waste Streams**

The Supplier shall identify all sources of waste and characterize each waste stream as either hazardous waste or non-hazardous waste as per applicable regulations, or, if no regulations apply, in accordance with this Standard. The Supplier shall develop and maintain a waste inventory for all Waste generated.

The waste inventory shall include:

- Generated quantities of waste per month
- Waste category (hazardous or non-hazardous)
- Method of recycling or other waste disposal
- Names of waste transport and disposal vendors
- The Supplier shall review the facility Waste inventory annually. The Supplier shall update the waste inventory to reflect any process or production changes.
- The Supplier shall maintain the inventory in electronic form and make it available for review by I-PEX upon request

### **4. Control of Waste**

#### **4.1 Waste Collection and Storage Practices**

The Supplier shall segregate hazardous waste from non-hazardous waste per applicable regulations and this Standard.

The Supplier shall implement responsible waste collection and storage practices, including but not limited to:

- Collection and storage of waste in appropriate containers based on their chemical and physical characteristics
- Secondary containment during the collection and transfer of hazardous waste from production areas to hazardous waste storage areas
- Standardized labeling of waste containers in accordance with the applicable laws and regulations. At a minimum, each label shall include the type of waste, appropriate hazard warnings, and the date of waste origination
- Maintenance of waste containers in good condition and capable of preventing leaks or spills
- Onsite storage of hazardous waste, which must not exceed the period required by applicable local regulations
- Weekly inspection of hazardous waste containers to ensure container integrity, to prevent and control leaks, and to identify and correct missing or incorrect labels. The Supplier shall maintain written copies of these weekly inspections.

#### **4.2 Hazardous Waste Storage Areas**

The Supplier's hazardous waste storage areas shall meet the following requirements:

- Construction materials and electrical equipment shall be compatible with the hazardous waste stored
- Signage shall be posted inside and outside the hazardous waste storage areas to indicate:
  - The nature of any hazards posed by the hazardous waste
  - Any personal protective equipment required to enter the area
  - Any labeling stipulated by applicable regulations and standards
  - Any restrictions on smoking and other activities
- Unauthorized access to hazardous waste storage areas shall be prevented
- An enclosure or other covering that prevents exposure to the elements
- Storage areas must be equipped with secondary containment that will capture and hold leaks or spills
- Design and construction must prevent spills or leaks from the hazardous waste storage area from contaminating surface water or groundwater, or from entering storm drains or sewers
- Firefighting equipment shall be readily available and accessible
- A functioning alarm system must alert facility workers and outside emergency responders in the event of an emergency
- Forced ventilation equipment must be installed in areas where volatile, acidic, caustic, or corrosive substances are stored
- Personal protective equipment must be readily available for workers handling hazardous waste
- Storage areas for personal protective equipment outside the hazardous waste storage area must maintain the integrity and functionality of the equipment
- Storage areas must have sufficient space for the ingress, egress, and other movement of emergency response personnel and equipment

### **5. Disposal of Waste**

The Supplier shall only use licensed and qualified hazardous waste transporters.

The Supplier shall conduct due diligence of the treatment method utilized by their contracted waste disposal vendors (including hazardous waste and non-hazardous waste disposal vendors) to dispose of waste.

If an environmental violation is identified, supplier shall:

- Notify I-PEX of the hazardous waste transporter and its violation
- Work with the hazardous waste transporter to develop, implement, and monitor corrective actions
- Obtain approval for hazardous waste transfers from each applicable regulatory agency in accordance with applicable regulations
- Complete written records and manifests for all hazardous waste disposal activities in accordance with local and national regulations
- Submit copies of records, manifests, and other required documentation to the appropriate authorities and regulatory agencies, and any relevant third parties (transporters and receivers) in accordance with applicable requirements

## **6. Monitoring and Reporting of Landfill Diversion Rate**

The Supplier shall develop a program or have a solution to quantify and monitor waste landfill diversion rate. The manufacturer shall provide sufficient documentation for all materials entering or exiting the facility in order to demonstrate specific landfill-diversion practices.

Material documentation shall, at a minimum, include the estimated mass of each waste stream leaving the facility, as well as a description of the management procedures for the discarded materials and documentation demonstrating where the exiting materials are going (i.e., recycling, waste-to-energy, etc.).

The Supplier shall annually report on I-PEX-related Waste Landfill Diversion Rate to I-PEX.

## **7. Landfill Diversion Rate Targets and Monitoring Progress**

The Supplier's pollution-control technologies shall be operational prior to the Supplier generating any waste. The Supplier shall plan and provide adequate time to implement controls and obtain approvals for any alteration that may change the identification, collection, storage, handling, and disposal of hazardous waste.

The Supplier shall annually review its landfill diversion rate and set targets to improve the landfill diversion rate through waste reduction via process modification, material alternatives, internal or external reuse, material recycling or less than 10% of waste to energy rate. For example, supplier can increase the waste recyclability through more robust segregation based upon material types.

The Supplier shall monitor progress of meeting the landfill diversion rate improvement targets and document the results of the improvement measures upon I-PEX review and verification.

The Supplier shall report the landfill diversion rate improvement progress, with supporting documentation (as applicable) in electronic form, to I-PEX for quarterly review, and upon its request.

## **8. Emergency Response**

The Supplier shall designate at least one properly trained emergency coordinator on the premises with the

responsibility for coordinating all facility emergency responses and reporting activities.

An Emergency Coordinator shall be on the premises whenever the facility is in operation.

The Supplier shall conduct emergency response drills related to potential hazards at the facility annually, or an alternative time period as specified by applicable regulatory requirements, whichever is shorter.

The Supplier shall establish a written Emergency Response Plan to minimize the risks to human health and the environment. The emergency response plan shall include:

- Internal reporting and notification requirements
- Names and contact information for responsible facility personnel, local fire and emergency response contacts, and local hospitals and other appropriate medical contacts
- Identification and assessment of immediate potential threats, including risks of fire or explosion, as well as spillage or leakage, from facility processes and storage areas
- Emergency evacuation routes, procedures, and controls
- Detailed procedures for control and containment of released hazards
- Proper cleanup and disposal of any released hazardous materials

## **9. Operations and Maintenance**

The Supplier's pollution control technologies shall be operational prior to the Supplier generating any waste.

The Supplier shall plan and provide adequate time to implement controls and obtain approvals for any alteration that may change the identification, collection, storage, handling, and disposal of hazardous waste.

The Supplier shall maintain a waste minimization plan to assess onsite hazardous waste generation and to identify opportunities to minimize hazardous waste. If the facility's environmental permit requires meeting hazardous waste minimization goals, the Supplier shall develop and implement a plan to meet the regulatory agency's waste minimization goals.

## **10. Training and Communication**

The Supplier shall provide worker training for hazardous waste handling, storage, emergency response actions, and proper record keeping.

## **11. Documentation**

All waste management records, and documentation shall be made available to I-PEX for review upon its request.

The Supplier shall retain the documentation related to waste management as follows:

- Employee training records for the previous 5 years or such other period specified by applicable regulatory requirements, whichever is longer
- Employee medical records for the length of employment plus 30 years or as required by applicable regulatory requirements, whichever is longer
- Current and historical copies of permits and registrations as required by applicable regulations or this Standard
- Current Hazardous Waste inventory
- Documentation showing Hazardous Waste is removed from the storage unit at least once per applicable accumulation period

- Hazardous Waste manifests and other shipping records shall be retained for 5 years
- Current list of vendors performing reuse, recycle, transport, or disposal of hazardous waste directly for the Supplier
- Incident records regarding all hazardous waste incidents at the facility shall be retained for 5 years

# Water and Wastewater Management

## **Supplier Code of Conduct Requirements**

The Supplier shall implement a systematic approach to identify, control, and reduce wastewater produced by its operations. Supplier shall conduct routine monitoring of the performance of its wastewater treatment systems.

## **Supplier Responsibility Standards**

### **1. Regulatory Permits**

The Supplier shall obtain, retain, and manage valid or current copies of all necessary process water and wastewater permits, licenses, registrations, and regulatory approvals as required by applicable regulatory requirements, including but not limited to:

- Environmental approval for current production
- New, additional, and/or amended or updated permits/registrations prior to any alterations
- All wastewater discharge and water usage permit(s) per the applicable laws and regulations
- Reports and/or registers of process wastewater discharges in accordance with the applicable laws and regulations
- Where mandated by the applicable laws and regulations, the Supplier shall develop and maintain a water monitoring system to ensure the continuance and effectiveness of water management

### **2. Directly Responsible Individual(s)**

The Supplier shall identify a specific individual or individuals within the facility organization who will be responsible for all aspects of process wastewater discharge treatment, including maintenance and inspection of WWTP, monitoring of process wastewater discharge, and responding to emergencies.

### **3. Identification of Process Wastewater Sources**

The Supplier shall identify and characterize all process wastewater streams. The Supplier shall organize and maintain process wastewater stream inventory:

- The inventory shall include the composition and volume of each process wastewater stream
- Supplier shall revise the inventory after any alteration likely to affect process wastewater
- Supplier shall review the inventory annually

### **4. Control of Process Wastewater Discharge**

The Supplier shall install and maintain appropriate process wastewater treatment systems in order to reduce the pollutant contribution of each of its facilities to levels compliant with the applicable laws and regulations.

The Supplier's process wastewater treatment system shall be operational prior to use of corresponding production equipment.

The Supplier shall:

- Comply with all the applicable laws, regulations, and requirements related to process wastewater discharge
- Update control technologies before any alteration takes effect
- Verify compliance with current process wastewater discharge requirements.

- Not intentionally dilute process wastewater to meet permit requirements and/or regulatory standards
- Comply with the recycle and reuse requirements for process wastewater as required by relevant regulatory agencies
- Treat and/or discharge process wastewater according to the approved environmental permits and other the applicable laws and regulations

If no process wastewater is allowed to be legally discharged, the process wastewater shall be handled in accordance with the applicable laws and regulations and I-PEX Standards.

If local requirements are not available for a pollutant, the thresholds specified in the I-PEX Wastewater Discharge Quality Standards table shall be used:

**I-PEX WASTEWATER DISCHARGE QUALITY STANDARDS**

Parameter	Discharge Limit to Wastewater Treatment Plant	Discharge Limit to Surface Water
Temperature	40°C	3°C increase of receiving water body
pH	6.0 – 9.0	6.0 – 9.0
Chemical Oxygen Demand (CODcr)	300 mg/L	100 mg/L
5-day Biochemical Oxygen Demand (BOD5)	150 mg/L	20 mg/L
Total Suspended Solids (TSS)	300 mg/L	20 mg/L
Fluoride	20 mg/L	5 mg/L
Total Nitrogen	70 mg/L	10 mg/L
Nitrites (NO2-N)	Not Applicable	1 mg/L
Nitrates (NO3-N)	Not Applicable	10 mg/L
Ammonia Nitrogen	25 mg/L	5 mg/L
Total Phosphorus	8 mg/L	1 mg/L
Oil and Grease (O&G)	20 mg/L	5 mg/L
Total Arsenic	0.2 mg/L	0.01 mg/L
Total Cadmium	0.05 mg/L	0.02 mg/L
Total Chromium	1 mg/L	0.05 mg/L
Hexavalent Chromium	0.1 mg/L	0.01 mg/L
Total Copper	0.5 mg/L	0.5 mg/L
Total Lead	0.2 mg/L	0.1 mg/L
Total Mercury	0.005 mg/L	0.002 mg/L
Total Nickel	0.5 mg/L	0.1 mg/L
Total Silver	0.1 mg/L	0.1 mg/L
Total Zinc	1.5 mg/L	0.5 mg/L
Cyanide	0.2 mg/L	0.15 mg/L

**5. Evaluation and Monitoring of Process Wastewater Discharge**

The Supplier shall:

- Monitor process wastewater discharges in accordance with regulatory requirements. The parameters selected for

monitoring shall be indicative of the pollutants of concern and shall include parameters that are included in the permit or in the applicable laws and regulations.

- Monitor process wastewater discharges (for both pollutant concentrations and volume generated) at the frequency required by local regulations, or once a month in the absence of such regulations, to ensure compliance with the applicable laws and regulations
- Monitor all process wastewater discharges at the locations or in the manner specified in the permit or required by the applicable laws and regulations
- Submit process wastewater monitoring reports to the relevant regulatory agency as required for regulatory compliance

## **6. Emergency Response**

The Supplier shall prepare for emergencies and implement emergency response actions if the on-site process wastewater treatment system exceeds its capacity or if it malfunctions. The emergency response actions are as follows:

In the event the capacity of the Wastewater Treatment Plant ("WWTP") is exceeded, the Supplier shall:

- Stop process wastewater discharge from the production areas into the WWTP
- Isolate stormwater drain inlets within its facility so there is no cross contamination from backed-up process wastewater
- Direct the excess process wastewater into a backup collection system and/or containers

In the case of WWTP malfunction:

- The Supplier shall stop wastewater discharge offsite from the WWTP immediately
- The Supplier shall stop process wastewater discharge from the production areas into the WWTP
- The Supplier shall replace or repair the WWTP equipment in a timely manner, so the WWTP expeditiously resumes normal operations
- The Supplier shall report malfunctions to the local authorities per the applicable laws and regulations
- If contaminated wastewater is discharged in excess of permitted limits, the Supplier shall notify and obtain a variance permit from the local authorities, if possible
- If treatment system malfunctions, the Supplier shall immediately implement any system upgrades, repairs, and/or monitoring programs to meet regulatory discharge standards

The Supplier shall conduct emergency response drills in accordance with all applicable regulatory requirements. Upon receipt of any community complaints, the Supplier shall conduct process wastewater discharge monitoring to verify the process wastewater discharge status and promptly implement any necessary or advisable corrective actions.

Upon receipt of any notice of violation from local authorities, the Supplier shall communicate with the authority in a timely manner, inform all relevant parties about the violations, and subsequently take any corrective actions in a timely manner or as specified by the authorities.

## **7. Operations and Maintenance**

The Supplier shall develop operating and preventive maintenance programs for onsite WWTP in accordance with the following:

- Clearly defined and documented worker responsibilities and training requirements for the operation, inspection, and maintenance of the WWTP
- Standard operating procedures for preventive maintenance that incorporate manufacturers' specifications, recommendations, and industry best practices.
- Key parameters for monitoring WWTP effectiveness and the frequency of routine inspections based on regulatory and/or permit requirements, preventive maintenance requirements, and other factors. The inspection plan shall cover all shifts during typical facility operations.
- Defined and documented operating procedures for shutting down the WWTP.

Before shutting down the WWTP for any planned reason (for example, maintenance, exceeding capacity, or malfunction), process wastewater discharge to the WWTP shall be suspended to prevent process wastewater discharge from being released without treatment. Associated production equipment may resume operation only when the WWTP is operating properly.

The Supplier shall establish a program to evaluate the integrity of existing process wastewater collection systems, including wastewater pipelines, underground drains, wastewater sumps, and the on-site WWTP, and correct any identified deficiencies immediately. The program shall include regular integrity testing of the process wastewater system at a frequency based on the risks of leaks identified during the evaluation.

The Supplier should develop and utilize a comprehensive water meter monitoring system, including separate meters for domestic water use and for industrial water use, to support overall water performance. Water metering shall meet or exceed the requirements stipulated by local laws and regulations.

## **8. Training and Communication**

The Supplier shall provide training to operators of process wastewater treatment facilities that cover operation and maintenance of equipment and other process units in the WWTP. Operators shall hold WWTP operator certificates as required by local or national regulatory requirements.

The Supplier shall notify I-PEX within 7 days and appropriate regulatory agencies as required by applicable regulations if an unusual environmental event occurs. This notification shall include the probable cause of the unusual environmental event and corrective or preventive actions.

## **9. Documentation**

The Supplier shall retain both written and electronic copies of process wastewater discharge data and documentation for at least 5 years or as per local regulatory requirements, whichever is longer. Required documents to be retained include but are not limited to:

- Licenses, permits, and other regulatory registration documents
- Process Wastewater stream inventories
- Process Wastewater discharge monitoring results
- Records, permits, or regulatory correspondence of expanded, renovated, or new WWTP

- Written records of Process Wastewater–related communications with external parties, including but not limited to community groups and local authorities.
- Routine inspection and maintenance records
- Reports of unusual environmental events and corrective response actions undertaken
- Records of any corrective actions, rectifications, or follow-up actions taken for any deficiencies, complaints, or notices of violation
- Training records for personnel assigned to the operation, inspection, and maintenance of the WWTP

All documentation shall be made available to I-PEX for review upon its request.

# Stormwater Management

## **Supplier Code of Conduct Requirements**

The Supplier shall implement a systematic approach to prevent contamination of stormwater runoff. The Supplier shall prevent illegal discharges and spills from entering storm drains, the public water supply, or public bodies of water.

## **Supplier Responsibility Standards**

### **1. Regulatory Permits**

The Supplier shall comply with Stormwater permitting and reporting requirements per applicable regulations.

### **2. Directly Responsible Individual(s)**

The Supplier shall identify a specific individual or individuals within the facility who will be responsible for the development, implementation, revision, monitoring, and inspecting, in accordance with the requirements of the stormwater management plan, and emergency response.

### **3. Identification of Pollutant Sources**

#### **3.1 Potential Pollutant Sources**

The Supplier shall identify potential pollutant sources that might affect stormwater runoff. The Supplier shall prepare the following to identify pollutant sources:

- A list of areas of industrial activities exposed to stormwater and its pollutant constituents
- A list and description of potential spills and leaks that could contribute pollutants to stormwater discharge, and specify which outlets are likely to be affected
- A list and description of past spills and leaks in the previous 3 years that occurred in areas exposed to stormwater, or that drained to the stormwater drainage system
- A list of on-stormwater discharges and eliminate any unauthorized non-stormwater discharges

#### **3.2 Facility Map**

The Supplier shall prepare a facility map that includes the following information:

- Outlines of stormwater drainage areas within the facility, portions of the drainage area affected by run-on from surrounding areas, and direction of flow of each drainage area, on-site bodies of water, and areas of soil erosion
- Location of nearby Bodies of Water and municipal storm drain inlets where the facility's stormwater discharges, and authorized non-stormwater discharges may be received
- Location of stormwater collection and conveyance systems, associated points of discharge, and direction of flow, including any structural control measures that affect stormwater discharges, authorized non-stormwater discharges, and runoff
- Outline of all impervious areas of the facility, including paved areas, buildings, covered storage areas, and other roofed structures
- Locations where materials are exposed to precipitation and locations where significant spills or leaks have occurred

- Locations of areas of Industrial Activities that are potential pollutant sources

#### **4. Control of Stormwater Discharge**

The Supplier shall select effective structural controls or non-structural controls to prevent stormwater pollution. The Supplier shall conduct surveys at least annually to identify any direct connections from industrial production areas into a stormwater drainage system. The Supplier shall conduct the survey after any Alteration likely to affect the connections. If such connections are discovered, the Supplier shall remove them immediately.

The Supplier shall manage wastes generated from Stormwater control systems in accordance with all applicable regulations.

#### **5. Evaluation and Monitoring of Stormwater Discharge**

The Supplier shall conduct periodic monitoring of its stormwater discharges per applicable regulations. The Supplier shall monitor stormwater discharges to evaluate the effectiveness of control measures at the facility to minimize or eliminate pollutants from stormwater runoff.

##### **5.1 Assessments of Discharges**

The Supplier shall take a grab sample of stormwater discharge while it is raining and visually assess key indicators of Stormwater pollution: color, odor, clarity, floating solids, foam, oil, sheen, etc.

Any abnormalities observed during these evaluations shall lead to further facility inspections, root cause analysis, and implementation of corrective actions and countermeasures as needed.

##### **5.2 Indicator Sampling**

Supplier shall collect stormwater discharge samples from a facility's discharge points for laboratory analysis. The sampling frequency shall be no less than once every 6 months and based on the potential risk level for stormwater contamination. Chemical parameters for laboratory analysis shall be dependent on the types of pollutant sources identified (as per identification of pollutant sources) and include at a minimum pH, chemical oxygen demand, color, oil, and grease.

Results shall be compared with the allowable pollutant concentration limit for the receiving body of water. If local requirements are not available for a pollutant, the thresholds specified in the I-PEX Wastewater Discharge Quality Standards table (located in the Wastewater Management Standard) shall be used. If concentration exceeds limits, stormwater pollution control measures shall be evaluated and corrected.

##### **5.3 Compliance Sampling**

If Supplier is governed by local and/or national discharge limitation guidelines, sampling shall be required to determine compliance with those limits. If effluent limits are exceeded, the Supplier shall conduct corrective actions and conduct additional sampling to show compliance.

The Supplier shall conduct one comprehensive annual evaluation of its stormwater control measures that includes the following:

- Visual observations and inspection of sampling/analytical data

- A summary of inspections specified in the stormwater management plan
- Incident reports and corrective action tracking results

## **6. Emergency Response**

The Supplier shall ensure that there is at least one employee responsible for coordinating all facility stormwater-related emergency response and reporting activities.

The Supplier shall have a system in place that can immediately close a stormwater drain outlet discharging outside the facility boundary if there is a hazardous substance spill released to the stormwater drainage system.

The Supplier shall have the necessary plans and procedures to notify internal management and local regulatory agencies and take immediate steps to fix a hazardous substance spill that has reached outside the facility boundary. The Supplier shall conduct an analysis to determine the cause of the emergency release incident and implement corrective actions.

## **7. Operations and Maintenance**

The Supplier shall create, implement, and maintain a written stormwater management plan to support prevention of stormwater runoff pollution.

The Supplier shall revise the stormwater management Plan as appropriate, and implement it prior to any changes in industrial activities at the facility that do any of the following:

- Significantly increase the quantities of pollutants in stormwater discharge
- Cause new areas of industrial activity to be exposed to stormwater
- Begin an industrial activity that would introduce a new pollutant source at the facility

## **8. Communication and Training**

The Supplier shall provide adequate stormwater management training for all workers whose work may affect the quality of stormwater as per applicable regulations.

## **9. Documentation**

The Supplier shall retain the following stormwater management-related documentation:

- Current copies of stormwater control and/or treatment system drawings
- Copies of employee training records for the previous 5 years or as per the applicable laws and regulations, whichever is longer
- Records of internal incident investigation, management/regulatory notifications, and follow-up actions/closure for the previous 5 years

All documentation shall be made available to I-PEX for review upon its request.

# Air Emissions Management

## Supplier Code of Conduct Requirements

The Supplier shall identify, manage, reduce, and responsibly control air emissions emanating from its operations that pose a hazard to the environment. The Supplier shall conduct routine monitoring of the performance of its air emission control systems.

## Supplier Responsibility Standards

### 1. Regulatory Permits

The Supplier shall have all required environmental approvals and permits for its current operations. The Supplier shall plan and provide adequate time to update current environmental approvals and permits for any alteration that may change the environmental impact of the Supplier’s operations.

### 2. Directly Responsible Individual(s)

The Supplier shall identify a specific individual or individuals within each facility who will be responsible for all aspects of air emissions management, including maintenance and inspection of air emissions –control devices, monitoring and reduction of air emissions, and emergency response.

### 3. Identification of Air Emission Sources

The Supplier shall identify air emissions sources, including those from industrial activities, auxiliary devices, dormitories, and canteen areas. Examples of processes that contribute to air emissions and corresponding air pollutants are identified in the table Examples of Typical Processes and Air Pollutants.

Air emissions are any regulated polluting substance introduced directly or indirectly into the ambient air by the Supplier’s facility that are likely to have harmful effects on human health and/or the environment as a whole. Air emissions include but are not limited to volatile organic compounds, nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), suspended particulate matter, and greenhouse gas.

These pollutants can damage property and vegetation and cause serious health problems in humans and animals. In addition, air pollutants include toxic air contaminants, such as acids, hexavalent chromium, and ammonia, which have direct and indirect effects on human health. Toxic air contaminants can lead to cancer and other chronic and acute ailments.

## **EXAMPLES OF TYPICAL PROCESSES AND AIR POLLUTANTS**

<b>Processes</b>	<b>Air Pollutants</b>
Cutting/drilling	Dust/particulates
Surface treatment	Acid/alkaline fog and Hazardous Air Pollutants
Etching	Ammonia, acid fog, and hazardous air pollutants
Electroplating/anodizing	Acid fog, particulates, and hazardous air pollutants

HVAC and refrigeration systems	GHGs (covered in Greenhouse gas emissions management)
Welding/grinding/polishing	Dust, particulates, and fumes
Painting and coating	VOCs, acid mists, aerosols, and particulates
Boiler/generator operations	Sulfur dioxide, nitrous oxide, and particulate matter/ dust, carbon monoxide, and GHG (CO <sub>2</sub> ) (GHG covered in Greenhouse gas emissions management)
Incinerating/burning	Sulfur dioxide, nitrous oxide, particulate matter/dust, dioxins and other hazardous air pollutants, carbon monoxide, and GHG (CO <sub>2</sub> ) (GHG covered in Greenhouse gas emissions management)

Supplier shall develop and maintain an Air Emissions source inventory:

- The inventory shall include the air pollutant composition, mass rate and concentration of the emissions. It shall also indicate the production processes or activities, abatement equipment, emission outlets for each Air Emissions source.
- Supplier shall revise the inventory after any changes to the production or process that are likely to affect Air Emissions
- Supplier shall review the inventory annually
- Supplier shall maintain the inventory in electronic form and make it available for review by I-PEX upon its request

#### EXAMPLES OF TYPICAL PROCESSES AND AIR EMISSIONS CONTROL DEVICES

Processes	Air Emissions Control Devices
Cutting/drilling/polishing	Cyclone/baghouse dust collector (Not applicable for combustible dusts. For combustible dust, refer to I-PEX's Combustible Dust Standard.)
Surface treatment	Wet scrubber (alkaline/acid solution)
Etching	Wet scrubber (alkaline/acid solution)
Electroplating	Wet scrubber (alkaline solution)
Painting and coating	Wet scrubber (alkaline solution) and/ or activated carbon filter
Boiler/generator operations	Wet scrubber (alkaline solution)

#### 4. Control of Regulated Air Emissions

The Supplier shall report and/or register air emissions sources in accordance with the applicable laws and regulations.

The Supplier shall install and maintain appropriate air emissions –control devices for regulated air emissions, and all control plans must be approved or accepted by all applicable regulatory agencies. Examples of processes and relevant air emissions –control devices are identified in the examples of typical processes and Air Emissions Control Devices table.

The Supplier shall report air emissions discharge points to each applicable regulatory agency. The air emissions discharge points shall also be reported to I-PEX for audit purposes and updated once a year to reflect any changes in discharge points during the previous year.

The Supplier shall handle, store, and dispose of residues and/or wastes generated from air emissions control devices in accordance with the applicable laws and regulations.

## **5. Evaluation and Monitoring of Air Emissions**

The Supplier shall develop a program to quantify and monitor the composition of air emissions including calculating the mass rate and treatment efficiency for each source identified in the air emissions inventory.

The Supplier shall perform regular analytical testing of air emissions in the form of manual, online monitoring, or both as per regulatory requirement and this Standard. The monitoring frequency shall be at least once a year, or per relevant permits and applicable regulations, whichever is more frequently.

Air emissions samples shall be collected under typical operating conditions and tested for parameters identified as potential air pollutants.

Air emissions shall be controlled below any regulated emission levels.

The Supplier shall submit air emissions monitoring reports as required by each applicable regulatory agency and shall obtain all required permits to maintain regulatory compliance. In addition, the monitoring reports shall be maintained in electronic form and made available to I-PEX for review upon its request.

## **6. Emissions Reduction Targets and Monitoring Progress**

The Supplier shall annually review its emission inventory and set targets to reduce emissions through process modification, conservation, minimization of fugitive emissions, clean energy, and/or other measures. The Supplier shall set targets for absolute reduction, intensity-based reduction, or both.

The Supplier shall monitor progress of meeting the emission reduction targets and document the results of the reduction measures. The Supplier shall maintain reports of the emission reduction measures.

The Supplier shall submit the emission inventory, reduction targets, and results, with supporting documentation, in electronic form to I-PEX for review annually and upon its request.

## **7. Emergency Response**

The Supplier shall implement emergency preparedness and response actions in the event of any air emissions control system malfunctions, failures, maintenance, and/or modifications, as follows:

- For Hazardous air pollutants (HAPs), process equipment vented to the air emissions control system shall suspend operations immediately to prevent uncontrolled air emissions from escaping into the atmosphere. The Supplier shall install and maintain an automatic shutdown system which ceases any HAP-emitting operations when the flow from these operations is diverted away from the air emissions control system — for example, to a bypass line — regardless of circumstances or whether the air emissions control system is shut down or fails.
- For non-hazardous air pollutants, process equipment vented to the air emissions control system shall suspend operations within 72 hours if no corrective action has been taken to prevent uncontrolled air emissions from escaping into the atmosphere, unless suspension is required sooner by applicable regulations

The Supplier shall conduct emergency response drills according to the applicable regulatory requirements.

Upon receipt of any community complaints, the Supplier shall conduct air emissions monitoring to verify the air emissions status and, if necessary, implement corrective actions, in a timely manner.

Upon receipt of any notice of violation from the authorities, the Supplier shall communicate with the appropriate regulatory agencies and/or the authorities in a timely manner to inform all relevant parties about the violations, and promptly take corrective actions or as otherwise instructed by the authorities.

The Supplier shall notify I-PEX within 7 days and notify all appropriate regulatory and other agencies as required by applicable regulations if an unusual environmental event occurs. In both cases (hazardous or non-hazardous air emissions), the Supplier shall identify the probable cause of the unusual environmental event and any corrective or preventive actions that were taken.

## **8. Operations and Maintenance**

The Supplier's pollution control technologies shall be operational prior to the Supplier generating any pollutants.

The Supplier shall plan and provide adequate time to implement changes and obtain approvals for any alteration that may change air emissions sources, composition of air emissions, mass rate, air emissions control technology, or air emissions monitoring requirements.

The Supplier shall develop operating and preventive maintenance programs for all air emissions-generating equipment, air emissions control devices, and air emissions monitoring equipment. The programs shall include the following:

- Clearly defined and documented worker responsibilities and training requirements for the operation, inspection, and maintenance of the air emissions control systems
- Standard operating procedures for preventive maintenance that incorporate the relevant manufacturers' specifications, recommendations, and standard accepted practices
- Identified and documented key parameters for monitoring effectiveness of the air emissions control system and determining the frequency of routine inspections based on regulatory and/or permit requirements, preventive maintenance requirements, and other factors to ensure that the equipment is maintained in good working order. The inspection plan shall cover all shifts during typical facility operations.
- Documented operating procedures for shutting down air emissions control systems. Before any air emissions control system is shut down for any planned reason — for example, maintenance breakdown — process equipment vented to the air emissions control system shall be suspended and put into a state that prevents air emissions from being released. Associated Process Equipment may resume operations only when the air emissions control system is operating properly.

The Supplier shall conduct periodic inspection of air emissions control devices to identify and fix any operational deficiencies. A log of inspection and maintenance issues identified and fixed shall be maintained.

## **9. Training and Communication**

The Supplier shall provide training per local and national requirements for the workers involved in the maintenance and inspection of the related air emissions control systems. Workers shall receive the following training in addition

to all other required training or instruction:

- Identification and understanding of air emissions source locations, exhaust stacks, and applicable air emissions control technology
- Appropriate response procedures in case of ventilation or failure of air emissions control system
- Specific operating requirements and protocol training for maintenance of air emissions control devices deployed at the facility

## **10. Documentation**

The Supplier shall retain written copies of air emissions data and documentation for the previous 5 years or as per local regulatory requirements, whichever is longer.

All air emissions records and documentation shall be made available to I-PEX for review upon its request. Required documents to be retained include but are not limited to:

- Air emissions source inventories
- Air emissions source testing and monitoring results
- Licenses, permits, and other regulatory registration documents
- Expansion, renovation, or new air emissions control device records, permits or regulatory correspondence
- Written records of air emissions –related communications with external parties, including but not limited to community groups, regulatory agencies, and local authorities
- All inspection and maintenance records
- Reports of unusual environmental events, and responsive corrective actions taken
- Records of any corrective actions, rectifications, or follow-up actions taken for any deficiencies, complaints, notices of violations, etc.

The Supplier shall retain the previous 5 years of training records for personnel assigned to the operation, inspection, and maintenance of the air emissions control systems or as per applicable regulations, whichever is longer.

# Greenhouse Gas Emissions Management

## **Supplier Code of Conduct Requirements**

The Supplier shall identify, manage, reduce, and responsibly control Greenhouse Gas (GHG) emissions from its company-wide operations. The Supplier shall maintain a company-wide GHG inventory, which also identifies facility-level GHG emissions from all facilities involved with I-PEX products.

The Supplier shall regularly quantify, set targets, monitor progress, and reduce GHG emissions from its company-wide operations.

The Supplier shall maintain its company-wide GHG inventory in electronic form and make such inventory available for review by I-PEX upon request.

The Supplier shall identify and allocate GHG emissions from its operations related to I-PEX products, in accordance with one of the I-PEX-approved emissions allocation methods and assign such inventory as its covered carbon footprint.

The Supplier shall report its GHG emissions, targets, reductions, and progress with respect to its covered carbon footprint to I-PEX annually and upon request by I-PEX.

## **Supplier Responsibility Standards**

### **1. Regulatory Compliance and Permits**

Where applicable, the Supplier shall comply with relevant laws and regulations pertaining to GHG emissions, such as any emission limits/caps, trading schemes, or reduction mandates.

Examples include:

- Reporting and/or registering GHG emissions inventory as required by local or national authorities
- Controlling GHG emissions below any regulated emission levels
- Retaining copies of permits and data related to GHG emissions

### **2. Directly Responsible Individual(s) (DRI(s))**

The Supplier shall identify DRI(s) who will be responsible for all aspects of Supplier's companywide GHG emissions management, including development of an annual GHG emission inventory and reduction targets, reporting of GHG emission inventories, monitoring and reduction of emissions, and compliance of national and local emission regulations.

The Supplier shall also identify a specific DRI(s) who will be responsible for all aspects of GHG emissions management related to I-PEX products and the Supplier's covered carbon footprint. This DRI(s) shall be responsible for identifying and coordinating designated DRIs within each facility and companywide to collectively manage all aspects of GHG emissions management in relation to I-PEX products. This DRI(s) shall disclose GHG management activities to designated DRIs within each facility, including but not limited to, relevant requirements, agreements, and supporting documentation.

### 3. GHG Emission Inventory

The Supplier shall identify GHG emissions sources from its company-wide operations and, identify facility-level GHG emissions from all facilities involved with I-PEX products, including emissions from industrial activities, auxiliary devices, dormitories, and canteen areas.

Examples of GHG emission sources are identified in the table 'Examples of GHG Emission Sources'.

The annual GHG emission inventory shall be developed according to the Greenhouse Gas Protocol or equivalent standards and shall include Scope 1 Emissions and Scope 2 Emissions.

The Supplier shall identify and allocate GHG emissions from its operations related to I-PEX products, in accordance with one of the I-PEX-approved emissions allocation methods and make such inventory its covered carbon footprint. GHG emissions associated with company-wide overhead, employee commute and travel, and administrative and recreational activities should be excluded in the covered carbon footprint.

#### EXAMPLES OF GHG EMISSION SOURCES\*

Scope	Emission Sources	Activities	Example End Uses
1	Stationary Combustion	Combustion of fossil fuels for generation of electricity and heat boilers, furnaces, turbines	boilers, furnaces, turbines
	Mobile Combustion	Combustion of fossil fuels for transportation	trucks, ships, airplanes, buses, and cars
	Fugitive Emissions	Intentional or unintentional releases (e.g., leaks and refrigerant usages)	refrigeration and air conditioning equipment
	Process Emissions	Manufacturing or process of chemicals and materials	aluminum smelting, semiconductor fabrication
2	Purchased Electricity	Consumption of electricity	electric ovens, motors, mechanical compression, heating, welding, lighting
	Purchased Heating & Cooling	Consumption of steam, hot water, heat, and cooling that are purchased from a 3 <sup>rd</sup> party	process heating and cooling
3	Purchased Products & Materials	GHG emitted in the production of the purchased products and materials	purchased machineries, parts, materials, and furniture
	Employee Commutes & Travels	Employee commuting to and from work and business travels	cars, airplanes, buses, and trains
	Transportation & Distribution	Outsourced transportation of purchased goods and finished products	trucks, ships, airplanes, buses, and cars
	Waste Disposal	Process of wastes generated in operations	waste processing, recycling

\* For details of GHG accounting and reporting standards, visit <https://ghgprotocol.org>

#### **4. Monitoring and Reporting of GHG Emissions**

The Supplier shall develop a program or have a solution to quantify and monitor companywide GHG emissions and its covered carbon footprint, including data collection and updating emission calculations for each of the emission sources identified in the GHG emission inventory.

The Supplier shall report its GHG emissions, targets, reductions, and progress with respect to its covered carbon footprint to I-PEX annually and upon request by i-PEX.

#### **5. Emissions Reduction Targets and Monitoring Progress**

The Supplier shall annually review its companywide GHG emission inventory and covered carbon footprint and set targets to reduce GHG emissions. The Supplier shall set targets for absolute reduction, intensity-based reduction, or both. Examples of intensity-based reductions include reduction normalized to production output and economic output.

I-PEX Manufacturing Suppliers shall adhere to the following additional requirement(s):

- The Supplier shall adopt the target of achieving carbon neutrality for its covered carbon footprint and set a date to achieve this target.
- The Supplier shall monitor progress of meeting the emission reduction targets and document the results of the reduction measures with respect to its companywide GHG emission inventory and covered carbon footprint
- The Supplier shall report its targets, progress, and evidence of reduction measures with respect to its covered carbon footprint to I-PEX annually and upon request by i-PEX.

#### **6. Implementing GHG Emission Reductions**

The Supplier shall reduce its companywide GHG emissions and covered carbon footprint where applicable through process modification, abatement, energy conservation, use of clean energy, and/or other measures.

I-PEX Manufacturing Suppliers shall adhere to the following additional requirements.

The Supplier shall manage its covered carbon footprint towards achieving carbon neutrality.

The Supplier shall develop, manage, and report on its plan<sup>1,2</sup> to meet this target. The Supplier shall take, among other steps, the following with respect to its plan:

- The Supplier shall identify the DRI(s) responsible for all aspects of I-PEX-related GHG emissions management
- The Supplier shall develop and implement its plan to reduce emissions for each facility associated with the manufacture of I-PEX products
- The Supplier shall develop and implement its plan to comply to the I-PEX Specification for Clean Energy
- Supplier shall specify the date by which it will achieve the target of achieving carbon neutrality for its covered carbon footprint
- The Supplier shall demonstrate to I-PEX that its plan is achieving year over year progress towards the date by which it will achieve its stated plan target<sup>2</sup>

#### **7. Communication and Training**

Supplier shall train, disclose, and make relevant documentation available to its DRI(s), including designated DRI(s)

within each facility:

- On its company-wide and I-PEX-related GHG emissions management strategy, including emissions inventories, targets, reduction progress, evidence of emission reduction measures, relevant documents such as signed agreements, and all other related activities and documents
- On the Greenhouse Gas Protocol or equivalent standards
- On all reporting tools required by I-PEX

## **8. Documentation**

All primary data used to calculate GHG emissions, such as energy consumption data, and documentation shall be made available to I-PEX for review upon its request. Required documents to be retained include but are not limited to:

- GHG emission inventories
- Evidence of GHG emission reductions, carbon credits, and other decarbonization measures
- Carbon and climate-related certifications and claims
- Licenses, permits, records of corrective actions and other regulatory registration documents (where applicable)

Supplier shall retain documents for the previous 3 years or per applicable regulations, whichever is longer.

# Boundary Noise Management

## **Supplier Code of Conduct Requirements**

The Supplier shall identify, control, monitor, and reduce noise generated by the facility that affects boundary noise levels.

## **Supplier Responsibility Standards**

### **1. Identification of Boundary Noise**

The Supplier shall use qualified personnel or an external organization to monitor boundary noise to verify compliance with all applicable regulations. The third-party consultant shall use approved, calibrated sound level meters as per applicable regulations to monitor for boundary noise and shall prepare a boundary noise report.

The Supplier shall use the boundary noise report to identify operations that contribute to boundary noise and develop an inventory of such operations and/or equipment. This inventory shall include information such as ranges of noise produced under normal operating conditions and prevention and control technologies to reduce boundary noise levels as per applicable regulations.

The Supplier shall update the inventory if there are any changes to production, equipment, or operating schedules that are likely to affect Boundary Noise levels.

### **2. Control of Boundary Noise Levels**

The Supplier shall install and maintain appropriate Boundary Noise control devices to supervise boundary noise levels per applicable regulations. For installation and monitoring, boundary noise control methodology shall be designed by a qualified person to achieve boundary noise levels as per applicable regulations.

The Supplier shall monitor boundary noise for changes to the receiving land use category and comply with the applicable regulations.

### **3. Evaluation and Monitoring**

Supplier shall evaluate boundary noise levels on an annual basis, upon changes to receiving land use category in the neighborhood of the facility, or in response to any community noise complaints.

The evaluation shall cover the following:

- Monitoring applicable regulatory standard(s) for changes
- Periodic inspections of boundary noise sources, including their location, installation, operation rules, control measures, and maintenance logs
- Supplier shall meet the applicable local standard for boundary noise. In the absence of a local standard, boundary noise-level criteria in the table below should be followed.

**BOUNDARY NOISE LEVEL AT FACILITY BOUNDARY**

Receiving Land Use Category	Day Time Level (L <sub>50</sub> ) (6am–10pm)	Nighttime Level (L <sub>50</sub> ) (10pm–6am)	Nighttime (LMAX)
Noise-sensitive areas, low-density residential areas, institutional areas, school, hospital, and worship areas	50dBA	40dBA	55dBA
Suburban medium density residential areas, public spaces, parks, and recreational areas	55dBA	45dBA	60dBA
Urban high-density residential areas and designated mixed residential commercial	60dBA	50dBA	65dBA
Commercial zones	65dBA	50dBA	65dBA
Industrial zones	70dBA	60dBA	75dBA

**4. Operation and Maintenance**

The Supplier shall develop and maintain a plan to manage boundary noise that includes source identification, evaluation, as well as monitoring and control of boundary noise, as per the applicable laws and regulations.

The Supplier shall perform corrective and preventive actions to address boundary noise permit noncompliance in a timely manner or as specified by local authorities including, but not limited to, installation of boundary noise control devices and/or modification of the facility operating schedules for noise-generating equipment.

**5. Training and Communication**

The Supplier shall provide appropriate training for the employees involved in maintaining and inspecting boundary noise control devices.

**6. Documentation**

The Supplier shall retain current copies of necessary Boundary Noise permits or licenses.

The Supplier shall retain written copies of documents and records associated with boundary noise levels, including boundary noise reports for at least 5 years, and maintain these copies for the period when the equipment is in operation.

The Supplier shall maintain records of deviations from the applicable regulations or permits/licenses, and corrective actions taken to address deficiencies or noncompliance.

The Supplier shall retain any documentation related to preventive maintenance completed on boundary noise control equipment.

All boundary noise reports, and documentation shall be made available to I-PEX for review upon its request.

# Resource Consumption Management

## Supplier Code of Conduct Requirements

The Supplier shall regularly quantify, set targets, monitor progress, and reduce consumption of fossil fuels, water, hazardous substances, and natural resources through conservation, re-use, recycling, substitution, or other measures.

## Supplier Responsibility Standards

### 1. Directly Responsible Individual(s)

The Supplier shall identify a specific individual or individuals within each facility who will be responsible for all aspects of resource consumption management, including purchasing and implementation of conservation programs.

### 2. Identification of Fossil Fuel, Water, Hazardous Substances, and Other Natural Resources

The Supplier shall identify fossil fuels (direct and indirect), water, hazardous substances, and other natural resources consumed and track resource consumption on at least a monthly basis.

#### EXAMPLES OF RESOURCES CONSUMED

Resources	Typical Uses
Fuels (e.g., coal, natural gas, propane, butane, diesel, gasoline, and biofuels)	On-site generation of electricity, heat, and steam; Supplier owned and operated vehicles
Purchased electricity, heat, and steam	Lighting, electric motors, pumps and fans, heating and cooling systems
Water	Process heating and cooling, cleaning, and domestic consumption
Hazardous substances	Ingredients used in the processing of goods, and ingredients in finished goods
Virgin forest products (e.g., paper and wood)	Ingredients in finished goods, packaging, and office supplies

### 3. Consumption Reduction Targets and Monitoring Progress

The Supplier shall annually review its consumption of fossil fuel, water, hazardous substances, and natural resources and set targets to reduce consumption through conservation or other measures.

The Supplier shall set targets for absolute reduction, normalized reduction, or both.

The Supplier shall monitor progress in meeting its consumption reduction targets.

### 4. Minimum Efficiency Standards

The Supplier shall comply with its local government’s minimum efficiency standards for appliances and equipment. Examples include minimum energy performance ratings or labeling for lighting, air conditioners, electric motors, water chillers, boilers, and air compressors.

The Supplier shall comply with its local government's mandated energy and water consumption and conservation policies and regulations.

## **5. Documentation**

The Supplier shall retain written copies of natural resource consumption data and documentation for the previous 5 years or as per the applicable laws and regulations, whichever is longer.

All records and documentation shall be made available to I-PEX for review upon its request. Required documents to be retained include but are not limited to:

- Monthly utility bills and annual summaries
- Purchase records
- Descriptions and results of conservation projects
- Applicable licenses, permits, and other regulatory registration documents

# Supplier Code of Conduct and Supplier Responsibility Standards

## **4. [Management systems]**

To provide social welfare and environment protection in our supply chain, we believe that a sound management system and proactive efforts are important.

We expect our Suppliers to be held responsible for this Code of Conduct and all its standards.

The Supplier shall implement and maintain appropriate management systems to ensure the compliance with the applicable laws and the Code of conduct, identify and mitigate relevant business risks and promote continuous improvement.

- Management Systems

# Management Systems

## **Supplier Code of Conduct Requirements**

The Supplier shall implement or maintain (as applicable) management systems that facilitate compliance with this Code and the law, identify and mitigate related operational risks, and facilitate continuous improvement. The management system shall include the following: a company statement; management representatives accountable for implementation; cross-functional teams; processes to track legal and customer requirements, evaluate risks, set targets and objectives, provide training and communication to workers, conduct audits and assessments, and implement corrective action process; and a document and record keeping system.

## **Supplier Responsibility Standards**

### **1. Company Statement**

The Supplier shall develop a company statement affirming its commitment to regulatory compliance, customer requirements, or any other standards, and to achieve continual improvement with regard to its social and environmental responsibilities.

The Supplier shall prominently post this statement in the language(s) understood by employees throughout the facilities.

### **2. Management Accountability and Responsibility**

#### **2.1 Directly Responsible Individual**

At each Supplier site, the Supplier shall assign a full-time employee to be responsible for oversight and implementation of social, health and safety, environmental, and ethical conduct responsibilities at the site.

This individual shall:

- Be of senior management level and be empowered with adequate resources, including but not limited to human resources and budget, as well as the access, power, and authority to institute changes
- Understand and implement the requirements from Applicable Laws and Regulations and the Code and Standards
- Regularly review the effectiveness of the management system and take appropriate actions for continuous improvement
- Have their performance evaluated based on the effective planning and implementation to enforce requirements as per applicable laws and regulations, customer requirements and any other applicable standards

#### **2.2 Supplier Responsibility Organization**

The Supplier shall establish a cross-functional structure or committee as appropriate to ensure implementation of and conformance with requirements as per the applicable laws and regulations, customer requirements, and any other applicable standards.

### **3. Tracking of legal and customer requirements**

The Supplier shall implement a system to identify and monitor the latest applicable laws and regulations and customer requirements that apply to the facility.

#### **4. Risks Assessments**

Supplier shall develop and maintain a process to identify labor and human rights, health and safety, environmental, business ethics, and legal compliance risks associated with its operations; determine the relative significance of each risk; and implement appropriate procedures and controls to minimize the identified risks and comply to legal and customer requirements.

The process shall be repeated periodically (at least annually), and whenever there are major changes to the applicable laws and regulations, customer requirements, or facility operations.

#### **5. Objectives, Targets and Action Plans**

The Supplier shall establish a process to set improvement objectives, targets, and action plans. Supplier shall establish a process for regular performance monitoring and continuous improvement actions to reach the targets.

#### **6. Regular Assessments/Audits**

The Supplier shall perform periodic assessments and/or audits of its facilities, operations, subcontractors, and their suppliers to ensure compliance with applicable laws and regulations and customer requirements.

Assessment/audits shall be performed, at minimum, on an annual basis.

#### **7. Corrective Action Process**

The Supplier shall implement a process for timely correction of any instances of noncompliance or nonconformance identified by internal and external audits and assessments, grievance reports, employee and stakeholder feedback, incident investigations, or other means.

The process shall at a minimum include:

- Determination of root cause(s) for every instance of noncompliance or nonconformance
- Corrective and preventive actions for all similar issues and situations in the facility to ensure the same issue does not reoccur
- Creation of action plans with assigned action item owners, due dates, and means of verifying completion
- Communication of the corrective and preventive action plans to all affected individuals and departments

#### **8. Change Management**

The Supplier shall establish a change management process defining a qualified change and the actions required for change response.

The Supplier shall ensure change management process and responsibilities have been communicated to all managers across all job functions.

The Supplier shall ensure adequate resources are made available to support change management when needed.

#### **9. Certifications**

Any I-PEX-managed facilities shall obtain, maintain, and provide I-PEX a copy of either ISO14001, ISO14021, or European Union Eco-Management & Audit Scheme (EMAS) certification upon request.

#### **10. Training and Communication**

### **10.1 Responsible staff**

The Suppliers shall provide training to all staff responsible for the effective implementation of management systems relating to social, health and safety, environmental, and ethics issues, including but not limited to performing regular assessments and/or audits in order to, ensure compliance to the applicable laws and regulations, customer requirements, their own internal or any other standards.

### **10.2 Workers, Supervisors and Managers**

The Supplier shall effectively communicate its social and environmental company statement to all Workers, supervisors, and managers. In addition to complying with the Code and the Standards, this training or communication shall include, but shall not be limited to, Workers' rights and benefits, as well as internal policies and procedures.

This training or communication shall be provided in the initial orientation process and via refresher training on an annual basis.

### **10.3 Suppliers and Customers**

The Supplier shall have a process in place for communication of clear, accurate information about its expectations to their suppliers and customers.

## **11. Documentation**

The Suppliers shall establish adequate documents and record keeping systems to ensure that accurate versions are in use, and proper access protocols are in place to protect intellectual property and ensure confidentiality of customers, employees, and business partners.

Documents and records should be made adequately available for review and assessment purposes.

The Suppliers shall maintain appropriate documents and records, and records retention period, to ensure compliance to the applicable laws and regulations, as well as customer requirements.

## Supplier Code of Conduct and Supplier Responsibility Standards

### **5. 【Ethics】**

We expect the highest ethical behavior in all actions. The Supplier shall observe ethical standards in all aspects of its business including but not limited to business relationships, practices, commissions, and operations.

- Responsible Sourcing of Materials

## Responsible Sourcing of Materials

### **Scope**

This Standard applies to all I-PEX suppliers, their subcontractors, and all entities within their supply chains (each a "Supplier" and, collectively, "Suppliers") directly or indirectly producing and/or procuring goods for use in I-PEX's products. While I-PEX considers compliance with this standard to be the minimum a Supplier must do to remain in I-PEX's supply chain, a Supplier should seek to go beyond the minimum, and apply any relevant best practices wherever possible. I-PEX anticipates that in the future, only Suppliers exceeding minimum requirements and operating at the best practices level are likely to remain in I-PEX's supply chain.

### **Supplier Code of Conduct Requirement**

- The Suppliers shall exercise due diligence on relevant minerals and relevant materials in their supply chain
- The Suppliers shall develop particular due diligence policies and management systems in order to identify applicable risks and take appropriate steps to mitigate them
- Due diligence shall be conducted to the material processing level to determine whether relevant materials originate from high-risk regions, including areas associated with conflict, the worst forms of child labor, forced labor and human trafficking, gross human rights violations such as widespread sexual violence, or other reasonably objective high-risk activities, including severe health and safety risks and negative environmental impacts.

### **Supplier Responsibility Standards**

#### **1. Due Diligence System, Policy, and Use of Relevant Minerals and Relevant Materials**

##### **1.1 Supplier Due Diligence Management System**

The Suppliers shall develop an appropriate management system to conduct due diligence in accordance with the standards set out in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (the "OECD Guidance") and other applicable international standards, as described in the Supplier Code of Conduct.

For Suppliers using relevant materials, see also the OECD-FAO Guidance for Responsible Agricultural Supply Chains (the "OECD-FAO Guidance"). A due diligence management system shall include:

- Risk identification
- Risk prevention and mitigation
- Third Party verifications or audits of Supply Chain due diligence
- A mechanism for reporting applicable risks

##### **1.2. Supplier Policy Requirements**

The Suppliers shall have a due diligence policy that is consistent with OECD Guidance and/or the OECD-FAO Guidance (as applicable), and this Standard. The policy shall also require processors in the Supplier's supply chain to have corresponding due diligence policies down to the level of the source or origin, which includes the level of mining companies, farms, collection points of recyclable waste, or the original source of primary ore at the mining level. The Suppliers shall ensure that their facilities and suppliers comply with the obligations and requirements of this Standard.

### **1.3 Supplier Policy Distribution**

For relevant minerals, the Suppliers shall distribute their policies to:

- All subcontractors and suppliers that produce goods for use in I-PEX's products
- The Supplier procurement personnel and factory management

For relevant materials, the Suppliers shall distribute their policies to I-PEX. As appropriate, I-PEX may require a Supplier to distribute their policies further.

### **1.4 Use of Relevant Minerals and Relevant Materials**

The Suppliers shall not use relevant minerals or relevant materials in any goods produced for use in I-PEX's products if a Supplier cannot reasonably demonstrate that it has a due diligence management system and has performed the required due diligence activities, as outlined below.

To the extent that a Supplier seeks only to implement a due diligence management system and perform required due diligence activities with respect to specific I-PEX-related supply lines, I-PEX may require, as appropriate, such Supplier to (i) demonstrate to I-PEX a reasonably comprehensive system to segregate relevant minerals or relevant materials for use in I-PEX's products from relevant materials or relevant materials used in other parties' products and (ii) undergo a third party verification or audit of such a segregation system.

## **2. Risk Identification**

The Suppliers shall identify the high risks in their supply chains by first understanding the processors of relevant minerals or relevant materials in their supply chains.

For relevant materials, high risks shall be identified back to the source or origin level. As new relevant minerals or relevant materials are included in this Standard, I-PEX will provide timelines for a phase-in period in order for Suppliers to implement corresponding risk identification requirements.

Types of high risks are:

- Red Flag Risks — at the mining, farm, transport, trading, or Processor level of the Supply Chain:
  - Conflict risks: Direct or indirect finance or benefit to armed groups that are perpetrators of serious human rights abuses consistent with the OECD Guidance, including in the DRC or an adjoining country
  - OECD Annex II and human rights risks: Forced labor, human trafficking, the worst forms of child labor, illegal taxation, and widespread gross human rights abuses, including sexual violence, as well as other human rights violations.

Many of the foregoing are also identified in OECD Annex II

- Embargoed countries or high-risk entities risks: Sourcing from embargoed countries (as described in the high-risk regions list defined in this Standard) or from high-risk entities
- Other High Risks – at the mining, farm, transport, trading, or Processor level of the Supply Chain:
  - Health and safety violations, including both community and workers
  - Environmental impacts, including water abstraction and consumption, waste, pollution and tailings management, deforestation such as illegal logging, and encroachment on protected areas
  - Animal welfare impacts, such as the inhumane treatment of animals.
  - Indigenous peoples' and affected communities' rights impacts, including lack of free, prior, and informed consent, potential resettlement, and encroachment on cultural heritage sites

- Retaliatory threats, intimidation, or attacks against human rights and environmental defenders

These and any other applicable risks may be identified through activities of section 2.1 and 2.2.

**2.1 Supply Chain Mapping**

The Suppliers shall map their supply chains for relevant minerals and relevant materials. This mapping shall occur at least annually, or additionally as requested by I-PEX, and include:

- Identification and location information with respect to all of a Supplier’s subcontractors and sub-suppliers associated with relevant minerals and relevant materials
- Identification of the processors of relevant minerals and relevant materials
- The country of origin of all relevant minerals and relevant materials
- Suppliers shall communicate the following supply chain mapping requirements to their supply chains and ensure the following requirements are met by processors, including their traders (if any) and sub-suppliers back to the source or origin in their supply chains:

LEVEL OF SUPPLY CHAIN	REQUIRED ACTIONS FOR MAPPING SUPPLY CHAIN
Processor (for it and its traders)	<ul style="list-style-type: none"> <li>• Map supply chain of relevant minerals and relevant materials to the source or origin, for example: to the mining company or the original source of primary ore at the mining level, to the original source of commodity at the farm level, or to the secondary material source level (such as collection points) through traders and intermediaries</li> </ul>
Source or Origin	<ul style="list-style-type: none"> <li>• Map supply chain of relevant minerals and relevant materials to the source or origin, for example: to the farm for biomaterial, or collection points for recycled material, or to the specific mines for primary ore including, where applicable, artisanal mining responsible sourcing systems (e.g., point of collection approved via a responsible sourcing initiative, standard, or verification or audit program)</li> </ul>

See Section 5.1 of this Standard for reporting requirements on required actions above.

**2.2 Risk Mapping**

The Suppliers shall map the particular risks in their supply chains annually, regardless of whether such risks are at the level of processing, trading and transporting, or mining, farming or production of relevant minerals or relevant materials. The Suppliers shall use reasonable efforts to track whether these specific risks are associated with goods provided to I-PEX.

- Suppliers are expected to proactively and regularly consult current country risk information sources to determine whether Relevant Minerals originate from or are transported through high-risk regions, and whether relevant materials originate from high-risk regions or from a source or origin of high risk
- Suppliers shall require, to the extent practicable, that processors and mining companies complete approved risk assessments to gather information on applicable risks
- Suppliers shall, to the extent reasonably available, use multiple sources of information to determine or confirm the existence of high risks. Sources of information may include general risk notifications and reports from governments, local or international non-governmental organizations, civil society groups, research organizations, or other third-party organizations.

The Suppliers shall communicate the following supply chain mapping requirements to their supply chains and ensure the following requirements are met by processors and source or origin (such as mining companies) in their

supply chains:

LEVEL OF SUPPLY CHAIN	REQUIRED RISK MAPPING ACTIONS
Processor (for it and its traders)	<ul style="list-style-type: none"> <li>• Determine if countries of origin or transport include high-risk regions</li> <li>• Determine if the source or origin of relevant minerals or relevant materials is a high-risk entity</li> <li>• Complete approved risk assessments of all owned and operated facilities/sites and all sourcing or trading relationships</li> <li>• Review and investigate identified and prioritized risks received from I-PEX and any other sources, including any alleged or confirmed high risks, and request clarification as needed</li> </ul>
Source or Origin	<ul style="list-style-type: none"> <li>• Complete approved risk assessments of its mining practices at the mining site level and owned and operated facilities</li> <li>• Review and investigate applicable risks identified by I-PEX and alleged or confirmed high risks relating to its region(s) of operations, mining, and mining relationships (or farms for biomaterials or collection points for recycled materials)</li> </ul>

Suppliers shall also gather additional information in connection with risk mapping as may be requested by I-PEX. Further, mining companies shall also support the principles of the extractive industries transparency initiative <https://eiti.org/document/expectations-for-eiti-supporting-companies>.

### 3. Risk Prevention, Mitigation, and Resolution

As risk prevention, mitigation, and resolution systems are presently developing and maturing, i-PEX will provide timelines for a phase-in period for Suppliers to prioritize efforts to prevent, mitigate, and influence the resolution of high risks on an ongoing basis.

#### 3.1 Addressing Identified Risks

If a Supplier or I-PEX discovers alleged or actual risks associated with its supply chain, the Supplier shall work with I-PEX to respond to the applicable risks by (to the extent not prohibited by applicable law):

- Requiring corresponding supply chain actors, including processors, to address identified high risks
- Utilizing grievance channels of recognized third-party organizations to report risks and request that appropriate action be taken to address identified high risks (see section 6.3 of this Standard)

The Suppliers shall communicate the following prevention and mitigation requirements to their supply chains to ensure the following requirements are met by processors and mining companies in their supply chains:

LEVEL OF SUPPLY CHAIN	REQUIRED ACTIONS TO PREVENT AND MITIGATE APPLICABLE RISKS
Processor (for it and its traders)	<ul style="list-style-type: none"> <li>• Resolve reporting gaps in approved risk assessments</li> <li>• Directly or indirectly request applicable supply chain actors take prevention, mitigation, and resolution actions</li> </ul>
Source or Origin	<ul style="list-style-type: none"> <li>• Resolve reporting gaps in approved risk assessments</li> <li>• Prevent or resolve high risks pertaining to the mining company's or source or origin business; where direct action cannot be taken; an indirect or collective approach may be considered appropriate</li> </ul>

### 3.2 Tracking and Reporting on Action taken to Address Identified Risks

As requested by I-PEX, the Suppliers shall apply appropriate and reasonable leverage to ensure identified risks and their resolutions are tracked and publicly reported or, as agreed to with I-PEX, otherwise communicated and addressed.

### 3.3 Removal of Non-Participating Supply Chain Actors

The Suppliers shall terminate relationships with supply chain actors that are:

- Unwilling to engage in necessary supply chain and risk mapping, resolutions of high risks, and verifications or audits
- Associated with red flag risks but have not taken appropriate timely action to mitigate the corresponding risk

To the extent requested, Suppliers shall work with I-PEX in connection with such terminations.

The Suppliers shall communicate the following requirements to their supply chains to ensure these requirements are met by processors, mining companies, and other source or origin with respect to potential terminations of supply chain actors:

LEVEL OF SUPPLY CHAIN	REQUIRED ACTIONS TO PREVENT AND MITIGATE APPLICABLE RISKS
Processor (for it and its traders)	<ul style="list-style-type: none"> <li>• Notify processors, traders and mines of potential removal of those who have demonstrated they are unwilling to conduct risk identification, mitigation, and verification or audit of overall due diligence</li> <li>• Remove such actors if action is not taken within a designated timeframe</li> </ul>
Source or Origin	<ul style="list-style-type: none"> <li>• Notify large scale mining (LSM) and small-scale mining (ASM/SSM) and/or farm enterprises of potential removal of those that have demonstrated they are unwilling to conduct risk identification, mitigation, and verification or audit of overall due diligence</li> <li>• Remove such actors if action is not taken within a designated timeframe</li> </ul>

## 4. Third-Party Verifications or Audits of Supply Chain Due Diligence

The Suppliers shall only use or source relevant minerals from supply chain actors that have demonstrated progress towards or completion of responsible sourcing verifications or audits by recognized third-party organizations (see Section 6.1 of this Standard). For relevant materials, the Suppliers seeking further information on recognized third-party organizations and applicable standards should contact I-PEX, including recycled and biomaterials.

### 4.1 Responsible Sourcing Verifications or Audits

To the extent requested by I-PEX, the Suppliers using and/or procuring relevant minerals shall have their responsible sourcing due diligence activities verified or audited by a recognized third-party organization:

The Suppliers shall communicate the following requirements to their supply chains to ensure the following requirements are met by processors and source or origin.

LEVEL OF SUPPLY CHAIN	REQUIRED ACTIONS ON VERIFICATION OR AUDITS
Processor (for it and its traders)	<ul style="list-style-type: none"> <li>• Participate in and complete third-party verifications or audits of applicable risks at owned and operated facilities</li> <li>• Require upstream supply chain actors to verify or audit their due diligence</li> </ul>

Source or Origin

- Participate and complete third-party verifications or audits of applicable risks of mining practices at the source or origin and other relevant owned and operated facilities

#### 4.2 Demonstration of Upstream Progress towards Third-Party Verification or Audit

If processors or source or origin have not completed third-party verifications or audits of their mining and processing sources for relevant minerals, such upstream supply chain actors may remain in I-PEX’s supply chain so long as they demonstrate progress towards verification or audit completion by taking meaningful, substantive steps to follow a recognized third-party organization’s requirements for achieving responsible sourcing.

In the case of processors and source or origin, the following shall apply:

LEVEL OF SUPPLY CHAIN	REQUIRED ACTIONS FOR MEANINGFUL STEPS TOWARD THIRD-PARTY VERIFICATION OR AUDIT
Processor (for it and its traders), Source, or Origin	<ul style="list-style-type: none"> <li>• Provide clear guidance on intended improvements to risk management on the processor and/or traders or source or origin’s website, to the extent that such a website exists or, alternatively, to a recognized third-party organization, and/or to I-PEX</li> <li>• Remain actively involved in the preparation and remediation of identified verification or audit gaps</li> <li>• Make progress towards third-party verification or audit within a reasonable timeframe</li> </ul>

#### 4.3 Completion of Verifications or Audits

The Suppliers using and/or procuring relevant minerals for goods intended for I-PEX shall ensure processors and source or origin satisfy the following requirements and complete their verifications or audits in a timely fashion. Any exceptions must be made in writing by I-PEX.

LEVEL OF SUPPLY CHAIN	REQUIRED ACTIONS
Processor (for it and its traders), Source, or Origin	<p>Conflict Minerals Verifications or Audits:</p> <ul style="list-style-type: none"> <li>• Shall be fully completed periodically as determined by the recognized third-party organization (see Section 6.1 of this Standard)</li> </ul> <p>Responsible Sourcing Verification or Audits Beyond Conflict Minerals</p> <ul style="list-style-type: none"> <li>• Where a recognized third-party organization or standard is in place for a relevant mineral, verifications shall be fully completed periodically as designated by such organization or standard (see Section 6.1 of this Standard)</li> <li>• Where a recognized third-party organization or standard may still be under development or supply chain actors are just beginning the relevant mineral verification or audit process, a phase-in process may be granted in I-PEX’s sole discretion, provided that the supply chain actors have publicly demonstrated that they are progressing towards such relevant mineral verification or audit</li> </ul>

### 5. Reporting

For relevant minerals, the Suppliers shall publish annual due diligence reports as detailed in Step 5 of the OECD Guidance and shall provide reasonable documentary evidence of their compliance with this Standard to I-PEX, including (except as otherwise agreed to with I-PEX) making all related supporting records available to I-PEX upon

its request.

### 5.1 Supply Chain Mapping and Due Diligence Verification or Audit Reporting

The Suppliers shall provide evidence of their supply chain mapping and verification or audit of identified processors according to specific risks and relevant minerals:

- Conflict issues pertaining to tin, tantalum, tungsten, and gold shall be reported to I-PEX twice annually by completing the RMI's Conflict Minerals Reporting Template
- Cobalt and other relevant mineral supply chain mapping shall be reported annually to I-PEX or, with I-PEX's agreement, through another recognized industry reporting body. The formatting of reporting shall follow a designated I-PEX template (if applicable) or equivalent widely accepted industry template, such as the RMI's Extended Minerals Reporting Template (EMRT) as and when available.

Suppliers shall communicate to their supply chains the following reporting requirements (which shall be carried out in accordance with OECD Guidance including Annex II Risks) to ensure that the following requirements are met by processors and mining companies in their supply chain.

LEVEL OF SUPPLY CHAIN	REQUIRED SUPPLY CHAIN MAPPING AND DUE DILIGENCE REPORTING ACTIONS
Processor (for it and its traders)	<ul style="list-style-type: none"> <li>• Provide supply chain mapping information to customers or to a recognized third-party to aggregate reporting across the mineral supply chain for downstream reporting purposes, in cases where supply chain information, such as country of origin or supplier identification information, is restricted due to proprietary sourcing concerns</li> <li>• In the case the processor is providing secondary material, a processor may be requested to report the percentage of recycled or scrap product it sources</li> <li>• Post relevant information and verification or audit status on its website and, where applicable, be listed on a recognized third-party website</li> </ul>
Source or Origin	<ul style="list-style-type: none"> <li>• Post relevant mineral sourcing sites and operations on its website</li> <li>• Post relevant verification or audit status on its website and be listed on a recognized third-party website</li> </ul>

In addition to the above, processors using relevant minerals shall provide information arising under Sections 2.1, 4.2, and 4.3 of this Standard to customers and to I-PEX, as well as to recognized third-party organizations for broader dissemination. Mining companies shall provide such information to processors, customers, or third-party organizations, as appropriate.

### 5.2 Risk Reporting and Notification of Red Flag Risks

The Suppliers shall keep records of all risks identified, as well as the actions taken to follow up on such risks, for a minimum of 5 years from the date each risk is first identified and reported.

The Suppliers shall immediately notify I-PEX in writing at [list.conflictminerals@i-pex.com](mailto:list.conflictminerals@i-pex.com) if they become aware of any Red Flag Risks associated with tin, tantalum, tungsten, gold, cobalt, or other defined relevant minerals or relevant materials.

Such notification shall include reasonable tracking information to identify which goods may contain the affected

relevant minerals or relevant materials. I-PEX will provide additional information and procedures to the applicable Suppliers following such notification. The Suppliers shall also provide to I-PEX any additional information that is reasonably requested. This information may include gathering data to report risks identified, mitigation steps, and associated resolutions regarding relevant minerals or relevant materials.

The Suppliers which use Relevant Minerals shall communicate to their supply chains that risk reporting shall be carried out in accordance with OECD Guidance by processors and mining companies.

### 5.3 Changes or Exceptions Reporting

Any changes (other than insignificant ones, taking the situation of the specific Supplier into account), new information or exceptions affecting previously provided information with respect to the supply chain and risk mapping or identified risk reports within the regular annual reporting period shall be promptly reported to I-PEX.

To the extent practicable given its particular circumstances, the Suppliers shall also promptly provide updated information to i-PEX as the Supplier becomes aware of significant changes to its sourcing of relevant minerals or relevant materials.

The Suppliers shall promptly notify I-PEX of all failures to meet any reporting, sourcing, and due diligence requirements in this Standard, including any delay in providing a completed Conflict Minerals Reporting Template or other upstream reporting requirement on a timely basis.

## 6. Recognized Third Party Organizations and International Standards

For purposes of this Standard, currently "recognized" third-party organizations, verification or audit programs, websites, and other items are those recognized as such by I-PEX from time to time.

For relevant materials, including recycled and biomaterials, the Suppliers seeking further information on recognized third-party organizations and applicable standards should contact I-PEX

In some cases, a processor or source or origin may be using a third-party organization or standard that does not meet all relevant risks. In such cases, the processor or source or origin should seek improvements in the third-party organization or standard or use a combination of relevant third-party organizations or standards.

#### Revision History

Revision	Revision Date	Summary of Revision
1	Sep.2017	Supplier Code of Conduct and Responsibility Standards released as initial revision
2	Jul.2020	changed company name from DAI-ICHI SEIKO CO.,LTD. to I-PEX Inc.
3	May.2024	revised some provisions according to customer CSR
4	Feb.2026	added Revision History