

# **Supplier Code of Conduct**

**2025. 4.**

**Samsung SDI**

# Introduction

Samsung SDI ("Samsung")'s Supplier Code of Conduct (the "Code") establishes standards to ensure the social responsibility and compliance management of Samsung and its supplier (the "Supplier(s)"), which is essential for the mutual growth. The Supplier shall ensure safe working conditions, treat its employees with respect and dignity, conduct ethically and operate its business environmentally friendly with responsibility and in all of its activities in full compliance with the applicable laws, rules and regulations of the country ("Laws") in which the Supplier operates its business.

The Code provides Samsung's requirements regarding the Suppliers. The Code shall be adopted by all organizations that design, sell, or manufacture, or otherwise provide raw materials, components, equipment and services used in the manufacturing process of Samsung.

All of the Suppliers shall adhere to the Code and shall ensure that all of their sub-suppliers related to assembly, components, raw materials, packaging and services comply with the Code. Samsung or third-party auditors appointed by Samsung may visit the Suppliers to evaluate whether the Suppliers comply with the Code.

The Supplier completely bears the obligation to comply with the Code. In the case of violation, if corrective actions are not implemented until the date requested by Samsung, Samsung may terminate the contract between Samsung and the Supplier.

The Code is based on the RBA Code of Conduct. The global standards and guidelines established by organizations such as ILO, ISO may be used as reference for the Code. The Code may be revised according to the change in the supplier management policy and standard of Samsung.

If there are any conflicts between the Code and any other local regulations, the more stringent standard shall prevail.

# 1. LABOR

The Suppliers commit to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct and indirect employees, and any other type of worker.

The labor standards are as follows:

## **1) Prohibition of Forced Labor**

Forced labor in any form, including but not limited to, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, workers' dormitories or living quarters.

As part of the hiring process, all workers must be provided with a written employment agreement in their native language, or in a language the worker can understand, that contains a description of terms and conditions of employment. Foreign migrant workers shall receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet the Laws and provide equal or better terms.

All work shall be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given, which shall be clearly stated in workers' contracts. The Suppliers are required to keep documentation to substantiate the above.

Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Notwithstanding the foregoing,

employers can only hold documentation if necessary to comply with the local law. In this case, at no time shall workers be denied access to their documents.

Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

## **2) Young Workers**

Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. If child labor is identified, assistance/remediation shall be provided.

Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. The Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with the Laws and regulations. The Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. The Suppliers shall provide appropriate support and training to all student workers. In the absence of the Laws, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

## **3) Working Hours**

Working hours are not to exceed the maximum set by the Laws. Further, a workweek shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime shall be voluntary. Workers shall be allowed at least one day off every seven days.

## **4) Wages and Benefits**

Compensation paid to workers shall comply with all applicable wage Laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers shall receive equal pay for equal work and qualification. In compliance with the Laws, workers shall be compensated for overtime at pay

rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor shall be within the limits of the Laws.

### **5) Non-Discrimination/Non-Harassment/Humane Treatment**

The Suppliers shall commit to a workplace free of harassment and unlawful discrimination. There shall be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers. Workers shall be provided with reasonable accommodation for religious practices and disability. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

### **6) Freedom of Association and Collective Bargaining**

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. In alignment with these principles, the Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to establish and join

legally alternative organizations.

### **7) Vulnerable Groups**

The Suppliers commit to protect the rights of vulnerable groups within their businesses and supply chains, particularly the rights of women, indigenous peoples, children, and migrant workers. The Suppliers shall develop and implement internal measures to provide equal pay and opportunities throughout all levels of employment. The Suppliers shall also implement measures to address health and safety concerns that are particularly prevalent among women workers, including, but not limited to, preventing sexual harassment, offering physical security, and providing reasonable accommodation for nursing mothers.

### **8) Diversity, Equity, and Inclusion**

Samsung encourages the Suppliers to develop and promote inclusive cultures where diversity is properly valued and celebrated and everyone is able to contribute fully and reach their full potential. The Suppliers shall encourage diversity in all levels of their workforce and leadership, including boards of directors.

## 2. HEALTH and SAFETY

The Suppliers recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. The Suppliers also recognize that ongoing worker input and education are essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are as follows:

### **1) Occupational Health and Safety**

Worker potential for exposure to health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, and fall hazards, etc.) shall be identified and assessed, mitigated using the Hierarchy of Controls. Where hazards cannot be adequately controlled by these means, workers shall be provided with appropriate, well-maintained, personal protective equipment, and educational materials about risks to them associated with these hazards.

Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working conditions, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.

### **2) Emergency Preparedness**

Potential emergency situations and events shall be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills.

Emergency drills shall be executed at least annually or as required by the Laws, whichever is more stringent. Emergency plans shall also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

### **3) Occupational Injury and Illness**

Procedures and systems shall be in place to prevent, manage, track and report occupational injury and illness, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate the return of workers to work. The Suppliers shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

### **4) Industrial Hygiene**

Worker exposure to chemical, biological, and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls.

When hazards cannot be adequately controlled, workers shall be provided with appropriate, well-maintained, personal protective equipment free of charge. The Suppliers shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. The Suppliers shall provide occupational health monitoring to routinely evaluate if workers' health are being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.

### **5) Physically Demanding Work**

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks shall be identified, evaluated, and controlled.

### **6) Machine Safeguarding**

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

### **7) Sanitation, Food, and Housing**

Workers shall be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker



dormitories provided by the Supplier or a labor agent shall be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting, and adequate conditioned ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

### **8) Health and Safety Communication**

The Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

## 3. ENVIRONMENT

Across all business functions, The Suppliers recognize that environmental responsibility is integral to producing world-class products. The Suppliers shall identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources, while safeguarding the health and safety of the public.

The environmental standards are as follows:

### **1) Environmental Permits and Reporting**

All required environmental permits (e.g. discharge monitoring), approvals, and registrations shall be obtained, maintained, and kept current and their operational and reporting requirements shall be followed.

### **2) Pollution Prevention and Resource Reduction Conservation**

Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals, and virgin forest products, shall be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

### **3) Hazardous Substances**

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

Hazardous waste data shall be tracked and documented.

### **4) Solid Waste**

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

Waste data shall be tracked and documented.

## **5) Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone-depleting substances shall be effectively managed in accordance with the Montreal Protocol and applicable regulations. The Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

## **6) Materials Restrictions**

The Suppliers shall adhere to all applicable laws, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal. In addition, the Suppliers shall adhere to Samsung's product content restrictions management policy 「Green Procurement Guidelines」.

## **7) Water Management**

The Suppliers shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal. The Suppliers shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

## **8) Energy Consumption and Greenhouse Gas Emissions**

The Suppliers shall establish and report against an absolute corporate-wide greenhouse gas reduction goal. Energy consumption and all Scopes 1, 2, and significant categories of Scope 3 greenhouse gas emissions shall be tracked, documented, and publicly reported. The Suppliers shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

## **9) Animal Welfare**

The Suppliers shall respect the welfare of animals and provide humane treatment in line with the five animal freedoms formalized by the World Organization for Animal Health (OIE) concerning animal welfare which include: freedom from

hunger, thirst and malnutrition; freedom from fear and distress; freedom from physical and thermal discomfort; freedom from pain, injury and disease; and freedom to express normal patterns of behavior. The Suppliers shall not supply any raw materials, components, parts or assemblies to Samsung that involve testing on animals in its research or development.

### **10) Biodiversity**

The Suppliers shall also protect ecosystems, especially key biodiversity areas, impacted by their operations, and avoid illegal deforestation in accordance with international biodiversity regulations, including the IUCN Resolutions and Recommendations on biodiversity.

### **11) Soil Quality and Noise Emissions**

The Suppliers shall routinely monitor and control their impact on soil quality to prevent soil erosion, nutrient degradation, subsidence, and contamination. The Suppliers shall routinely monitor and control the levels of industrial noise to avoid noise pollution.

## 4. ETHICS

To meet social responsibilities and to achieve success in the marketplace, the Suppliers and their agents shall uphold the highest standards of ethics including the following:

### **1) Business Integrity**

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

### **2) No Improper Advantage**

Bribes or other means of obtaining undue or improper advantage shall not be promised, offered, authorized, given, or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring, record keeping, and enforcement procedures shall be implemented to ensure compliance with anti-corruption Laws.

### **3) Disclosure of Information**

All business dealings shall be transparently performed and accurately reflected on the Supplier's business books and records. Information regarding the Supplier's labor, health and safety, environmental practices, business activities, structure, financial situation, and performance shall be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

### **4) Intellectual Property**

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

## **5) Fair Business, Advertising and Competition**

Standards of fair business, advertising, and competition shall be upheld.

## **6) Protection of Identity and Non-Retaliation**

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

## **7) Responsible Sourcing of Minerals**

The Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, cobalt, lithium, graphite, aluminum, mica, etc. in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organization for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

## **8) Privacy**

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

## **9) Counterfeit Parts**

The Suppliers shall not utilize counterfeit components in any product supplied to Samsung. The Suppliers shall also minimize the risk of introducing diverted parts and materials into products and services to Samsung and adhere to relevant technical regulations in the product design process.

## **10) Export Controls and Economic Sanctions**

The Suppliers shall comply with all applicable restrictions on the export, re-export, release or other transfer of goods, software, services, and technology; all applicable economic sanctions restrictions involving certain territories, entities and individuals (to include conducting appropriate due diligence on third parties);

and all other similar trade-related Laws.

### **11) Land Rights**

The Suppliers shall respect the communities in which they are based and operate their businesses. The Suppliers shall respect the land rights of individuals, indigenous people, and local communities in accordance with the Laws, including but not limited to, the ILO Indigenous and Tribal Peoples Convention (No. 169), and the United Nations Declaration on the Rights of Indigenous People. The Suppliers shall respect the rights of local communities to decent living conditions, education, employment, social activities, and the right to Free, Prior, and Informed Consent (FPIC, Free, Prior and Informed Consent) to developments that affect them and the lands on which they live, with particular consideration for the presence of vulnerable groups.

## **E. MANAGEMENT SYSTEM**

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

The management system shall contain the following elements:

### **1) Company Commitment**

The Supplier shall establish human rights, health and safety, environmental and ethics policy statements affirming the Supplier's commitment to due diligence and continual improvement, endorsed by executive management. Policy statements shall be made public and communicated to workers in a language they understand via accessible channels.

### **2) Management Accountability and Responsibility**

The Supplier shall clearly identify senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management shall review the status of the management systems on a regular basis.

### **3) Legal and Customer Requirements**

The Supplier shall adopt or establish a process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this Code.

### **4) Risk Assessment and Risk Management**

The Supplier shall adopt or establish a process to identify the legal compliance, environmental, health and safety, labor practice and ethics risks, including the risks of severe human rights and environmental impacts, associated with their operations. The Supplier shall determine the relative significance for each risk



and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

### **5) Improvement Objectives**

The Supplier shall establish written performance objectives, targets and implementation plans to improve the Supplier's social, environmental, and health and safety performance, including a periodic assessment of the Supplier's performance in achieving those objectives.

### **6) Training**

The Supplier shall establish programs for training managers and workers to implement the Supplier's policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

### **7) Communication**

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

### **8) Worker/Stakeholder Engagement and Access To Remedy**

The Supplier shall establish processes for ongoing two-way communication with workers, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on operational practices and conditions covered by this Code, and to foster continuous improvement. Workers shall be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

### **9) Audits and Assessments**

The Supplier shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code, and customer contractual requirements related to social and environmental responsibility.

### **10) Corrective Action Process**

The Supplier shall establish a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.

### **11) Documentation and Records**

The Supplier shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect customer requirements and privacy.

### **12) Supplier Responsibility**

Participants shall establish a process to communicate Code requirements to suppliers and to monitor supplier's compliance to the Code.

## **< References >**

The following references were used in preparing this Code and may be useful sources of additional information.

### **Standards and Conventions:**

- ILO Fundamental Conventions
  - o Freedom of Association and Protection of the Right to Organise Convention, 1948 (No.87)
  - o Right to Organise and Collective Bargaining Convention, 1949 (No.98)
  - o Forced Labour Convention, 1930 (No.29)
  - o Abolition of Forced Labour Convention, 1957 (No.105)
  - o Minimum Age Convention, 1973 (No.138)
  - o Worst Forms of Child Labour Convention, 1999 (No.182)
  - o Equal Remuneration Convention, 1999 (No.100)
  - o Discrimination (Employment and Occupation) Convention, 1958 (No.111)
  - o Occupational Safety and Health Convention, 1981 (No.155), and the Promotional Framework, 2006 (No.187)
  
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
- OECD Guidelines for Multinational Enterprises
- United Nations (UN) Guiding Principles on Business and Human Rights
- Universal Declaration of Human Rights
- United Nations Convention Against Corruption
- United Nations Convention on the Rights of the Child
- United Nations Convention on the Elimination of All Forms of Discrimination Against Women
- United Nations Global Compact

### **Other Useful References:**

- Dodd-Frank Wall Street Reform and Consumer Protection Act
- Eco Management & Audit System
- Ethical Trading Initiative
- ILO Code of Practice in Safety and Health
- ISO 14001 and related standards – Environmental management
- ISO 45001:2018 - Occupational health and safety management systems

- National Fire Protection Association
- Social Accountability International (SAI)
  - SA 8000
- United States Federal Acquisition Regulation

< Document history >

Ver	Date	Brief description of change
1.0	May. 2017	Initially released
2.0	Oct. 2023	Reflect RBA version 7.0 and Customer requirements
3.0	Apr. 2025	Reflect RBA version 8.0