

# Elektra Technologies

## Supplier Code of Conduct

### 1. Introduction

Elektra is committed to treating all workers with respect and dignity, ensuring healthy and safe working conditions, and conducting environmentally responsible and ethical operations. Elektra expects these same commitments from its suppliers, vendors, staffing partners, contractors, subcontractors, and sub-tier suppliers (“Suppliers”). This Supplier Code of Conduct (“Code”) establishes expectations for how companies with whom we do business should operate. These expectations are derived from and respect internationally recognized standards and frameworks, including the UN Guiding Principles on Business and Human Rights. The Code applies to all Suppliers of goods and services to Elektra, and their subsidiaries (“Elektra”).

Suppliers shall implement and monitor programs designed to achieve conformance with the Code, even when the Code exceeds the requirements of applicable law. Suppliers will also require their own suppliers, vendors, and contractors to comply with the Code in their operations and across their supply chains.

**1.1 Compliance with underlying obligations.** In addition to the responsibilities outlined in the Code, Suppliers must comply with all applicable laws, including, but not limited to, immigration and labor laws, legal regulations, environmental, health and safety laws, trade and sanction regulations, directives, and guidelines. Suppliers must also uphold all obligations in any contract a Supplier may have with us. Suppliers using our properties or facilities must also comply with all of our applicable policies and requirements.

**1.2 Information requests, disclosure, and documentation.** Suppliers will cooperate with any information requests or audits we may initiate to confirm Suppliers’ compliance with the Code and accurately disclose requested information in a timely manner. Information requests or audits may be initiated on: the topics covered in the Code; hiring practices of entities connected to the provision of goods or services to Elektra; and Supplier business activities, structure, financial situation, and performance. Suppliers will create and maintain documents and records in compliance with applicable laws, regulatory requirements, and the Code. Suppliers will also ensure appropriate confidentiality to protect privacy. Falsification of records, refusal to disclose, or misrepresentation of conditions or practices in the supply chain is unacceptable and may result in the termination of the Supplier’s business relationship with Elektra.

**1.3 Certifications.** Suppliers should use credible third-party certifications, including for materials, production processes, and products, where applicable. If Elektra requests additional certifications, such as ISO 50001, 14001, or 45001, Suppliers will make good faith efforts to obtain such certifications in a timely manner.

**1.4 Accountability.** Though we seek to work with Suppliers to improve conditions, we may suspend or terminate our relationship with any Supplier that fails to meet the responsibilities of the Code.

## 2. Fair labor practices and human rights

Elektra expects its Suppliers to share its commitment to uphold the human rights of workers, treat them with dignity and respect, and provide a workplace free of harassment, discrimination, and retaliation. This applies to all workers, including temporary, migrant, student, contract, and direct employees. Therefore, Suppliers must manage their own workforce in order to achieve the following results:

**2.1 Freely-chosen employment and combating modern slavery.** Suppliers will not use or permit any form of forced, bonded, or indentured labor, or engage in practices that constitute modern slavery, as defined in Elektra's [Policy Against Modern Slavery](#). All work, including overtime, must be voluntary, and all workers must be free to terminate their employment at any time without financial reprisal or penalty if reasonable notice is given, which should be stated in the worker's contract. Suppliers will not unreasonably restrict workers' freedom to move into, out of, or within any Supplier-controlled facility or workspace.

Suppliers will not hold workers' identity, immigration, or work permit documents longer than necessary for administrative processing. Suppliers may provide individual, lockable storage facilities in workers' accommodations for workers to store these documents and personal items, but unless permitted by law, the Supplier may not access the storage facilities while in use by a worker.

Suppliers will keep up-to-date records of all workers, including migrant workers. Worker records must include the basic contract terms, employment start and end dates, worker age, and payment of any fees.

In alignment with the Responsible Business Alliance's Definition of Fees, Suppliers will not require workers to pay recruitment fees or other fees for their employment, either directly or through third parties, and are expected to repay any worker that has paid such fees and maintain evidence of payment. When hiring foreign workers who are not nationals of the country in which the work is taking place, are recruited, and migrate from their home country to another country for the specific purpose of working for the Supplier, Suppliers will pay inbound and return transportation costs upon the end of their employment. This requirement does not apply to workers with permanent residency or professional employees<sup>1</sup> who are on assignment.

As part of the hiring process, Suppliers are expected to give each worker a written agreement describing the worker's terms of employment, including the nature of the work, wages, and working hours, in a language understood by the worker. Suppliers are expected to provide foreign migrant workers with a written agreement before workers leave their country of origin. No substitution or change is permitted to the agreement

upon arrival in the receiving country unless these changes are made to comply with local law and provide equal or better terms for the worker.

**2.2 Young workers and student interns.** Suppliers will not use child labor. “Child” means any person under the age of 15, under the age for completing compulsory education, or under the minimum age for employment in the country, whichever has the highest age requirement. Suppliers will implement an appropriate mechanism to verify the age of workers. If child labor is identified, remediation is required.

Workers under the age of 18 (“Young Workers”) will not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers may use legitimate, properly managed apprenticeship programs, such as student internships in related fields of study, provided Suppliers maintain student records, conduct rigorous due diligence of educational partners, and protect students’ rights in accordance with applicable laws and regulations. In the absence of local law, Suppliers will pay student workers, interns, and apprentices at least the same wage rates as other entry-level workers performing similar tasks.

**2.3 Wages and benefits.** Suppliers will pay legally mandated wages and benefits in a timely manner, and in compliance with local laws, shall pay for overtime at pay rates greater than regular hourly rates. Exceptions can be made, subject to local laws, where (i) the worker is covered by a collective bargaining agreement, which permits this, or (ii) the worker is a professional employee.<sup>2</sup> Suppliers will ensure equal payment to all workers for work of equal or comparable value. Additionally, Suppliers will provide workers with timely and understandable pay stubs or equivalent documentation that explains the basis of their compensation. Deductions from wages will not be used as a disciplinary measure.

**2.4 Working hours.** Workweeks will not exceed 60 hours per week (including overtime), or the maximum set by local law, whichever is less. Exceptions can be made, subject to local laws, where (i) the worker is covered by a collective bargaining agreement, which permits this, (ii) the worker is a professional employee,<sup>3</sup> or (iii) the work is performed in response to an emergency or unusual situation, which could not be predicted. Workers will be allowed at least one day off every seven days. Suppliers will provide workers with legally-required breaks or reasonable breaks.

**2.5 Fair treatment and non-discrimination.** Suppliers will not permit any form of inhumane treatment or the threat of any such treatment, including violence, harassment, abuse, corporal punishment, mental or physical coercion, bullying, or public shaming.

Suppliers will provide equal opportunity in the workplace and reasonable disability, religious, or pregnancy-related accommodations. As such, Suppliers will not discriminate in screening, hiring, or employment practices, including wages, promotions, rewards, and access to training based on race, color, age, sex, gender, gender identity or expression, immigration status, sexual orientation, marital status, ethnicity, national origin, caste, disability, genetic information, medical condition, pregnancy, religion,

political affiliation, union membership, covered veteran status, body art, criminal history, or any other legally-protected status. Further, Suppliers will not subject workers or potential workers to unlawful medical tests, including pregnancy tests, or physical exams that could be used in a discriminatory manner.

**2.6 Freedom of association and collective bargaining.** Workers will be permitted to associate freely, bargain collectively, and form and join a labor union of their choosing in accordance with local laws. Where local laws restrict the freedom of association and collective bargaining, workers will be permitted to elect and join alternate lawful forms of worker representation.

**2.7 Security forces.** Suppliers will not use private or public security forces that engage in practices that limit the freedom of association or that result in torture, inhumane or degrading treatment, or bodily harm that is not a lawful use of force under local law.

<sup>1</sup>As defined by the [Responsible Business Alliance's](#) Definition of Fees.

<sup>2</sup>As defined by the [Responsible Business Alliance's](#) Definition of Fees.

<sup>3</sup>As defined by the [Responsible Business Alliance's](#) Definition of Fees.

### 3. Health and safety

Elektra expects Suppliers to provide healthy and safe working conditions. Suppliers should strive to protect workers from hazards and embed health and safety practices throughout their operations. Suppliers will integrate the following requirements into their business processes:

**3.1 Compliance with occupational health and safety laws and regulations.** Suppliers will comply with all applicable health and safety laws and regulations. Suppliers will identify, evaluate, and mitigate worker exposure to health and safety hazards, including chemical, biological, physical, and ergonomic stressors, electrical and other energy sources, fire, vehicles, fall hazards, and physically-demanding work. Mitigation measures may include eliminating the hazard, substituting processes or materials, managing risk through proper design, implementing engineering and administrative controls, conducting preventative maintenance and safe work procedures, and providing ongoing health and safety guidance and training.

Where these means cannot adequately mitigate hazards, Suppliers will provide workers with appropriate personal protective equipment free of charge, training on when and how to use the equipment correctly, and information about any potential risks to them as a result of these hazards. Suppliers will identify working conditions that pose a risk to pregnant or nursing women and take reasonable steps to remove or mitigate these risks, inform them of any potential hazards, and provide reasonable accommodations.

**3.2 Occupational injury and illness.** Suppliers will implement procedures to prevent, manage, track, document, and report occupational injury and illness, including encouraging worker reporting without the threat of discipline or retaliation. Cases of injury and illness should be classified, recorded, and investigated, medical treatment should be provided, and corrective actions should be implemented to eliminate causes of harm and to facilitate workers' return to the workplace. Suppliers should track hours and days away from work due to work-related injuries and/or illnesses.

**3.3 Emergency preparedness.** Suppliers will identify and prepare for potential emergencies. Suppliers will implement emergency plans when necessary, provide contact information for emergency responders, and provide guidance to workers on emergency response procedures, including emergency reporting, worker notification and evacuation, drills, fire detection and suppression equipment, exit facilities, and recovery plans. Emergency drills will be conducted at least annually or as required by local law, determined by whichever policy is more stringent.

**3.4 Machine safeguarding.** Suppliers will regularly evaluate machinery for safety hazards to workers, and where appropriate, provide properly-maintained machinery controls (e.g., physical guards, interlocks, stop devices, etc.).

**3.5 Sanitation, food, and housing.** Suppliers will provide workers with ready access to clean toilet facilities, potable water, sanitary food preparation, storage, and eating facilities. If Suppliers provide workers with dormitories or housing, those facilities will be clean and safe with adequate personal space, reasonable entry and exit privileges, emergency egresses, heat and ventilation, adequate lighting, and hot water for bathing and showering.

**3.6 Documentation.** Suppliers will maintain adequate records of required training, risk assessments, hazard analysis, safety data sheets, and notifications or violations as required by applicable health and safety regulations and industry best practices. Suppliers will also maintain documentation of their health and safety management systems and/or programs for injury and illness prevention and emergency action plans as appropriate based on their activities. Suppliers will maintain records documenting work-related incidents and injuries, including total number of work-related illness and injuries, injury rates, and days away from work related to work-related injuries and/or illnesses. This information must be provided to Elektra upon request.

#### 4. Environmental protection

Elektra recognizes that environmental responsibility is integral to producing world-class products. In manufacturing and construction, Suppliers will strive to create regenerative processes and will minimize negative impacts on the community, environment, and natural resources within their operations while safeguarding the health and safety of the

communities in which they operate. Suppliers will integrate the following requirements into their business processes:

**4.1 Environmental permits and reporting.** Suppliers will obtain and keep current all required permits, approvals, and registrations and fulfill their operational compliance and reporting requirements.

**4.2 Pollution prevention and resource reduction.** Suppliers will minimize or eliminate emissions and discharges of pollutants, generation of waste, and noise pollution that adversely affect the environment or people, including the degradation of land, through practices such as adding pollution control equipment, modifying production, maintenance, facility processes, or other means. Suppliers will reduce consumption of natural resources, including water, fossil fuels, raw materials, minerals, and virgin forest products through practices such as modifying production, maintenance, facility processes, materials substitution, recycling or reuse, conservation, water and waste circularity, or other means.

**4.3 Hazardous and restricted substances.** Suppliers will identify, label, and manage the use of chemicals, waste, and other materials that pose a hazard to people and the environment to ensure their safe handling, movement, use, storage, recycling or reuse, and disposal. To address any potential impacts of hazardous materials, Suppliers will identify, monitor, control, treat, and reduce hazardous air emissions, wastewater, and waste generated from their operations. Further, Suppliers will comply with local laws regarding the use of restricted specific substances, including labeling requirements for recycling and disposal. Suppliers will work to reduce or eliminate generation of hazardous waste. Suppliers will manage hazardous waste in compliance with applicable regulations and will dispose of such waste at permitted facilities. This includes, but is not limited to, preventing illegal discharges and spills from entering storm drains or soil. Additionally, Suppliers will track and document hazardous waste data.

**4.4 Water and non-hazardous waste mitigation and management.** Suppliers will design and 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. Additionally, Suppliers will work to reduce or eliminate waste of all types. Where waste cannot be eliminated, Suppliers will manage and control all waste streams to comply with applicable laws and regulations in an environmentally-responsible and secure way. This includes, but is not limited to, preventing illegal discharges and spills from entering storm drains or soil, and treating as required—prior to the discharge or disposal of—all wastewater and solid waste from operations, industrial processes, and sanitation facilities. Suppliers will track and document water consumption, water discharge, pollutant discharges to water and non-hazardous waste data.

**4.5 Energy consumption and greenhouse gas emissions.** Throughout their operations, Suppliers will work to improve energy efficiency, minimize energy consumption, and reduce greenhouse gas (“GHG”) emissions. Suppliers will establish a



GHG reduction goal and publicly report against progress. Suppliers will track, document, and publicly report on energy consumption and Scopes 1 and 2, and significant categories of Scope 3 GHG emissions. Suppliers commit to annually increasing their purchase of clean energy to cover the production of Elektra products. Suppliers will provide an annual attestation of clean energy purchases and the Elektra-specific allocation. Finally, where possible, Suppliers commit to achieving 100% clean energy across operations by 2030 for Elektra products and services.

**4.6 Documentation.** Suppliers will maintain adequate records of required training, risk assessments, permits, and notifications or violations as required by applicable environmental regulations and industry best practices. Suppliers will maintain method management documentation to include hazardous materials/waste plans and environmental impact plans as appropriate based on their activities.

## 5. Ethics

Elektra expects its Suppliers to uphold the highest standards of ethics. Suppliers should strive to establish clear policies, processes, training, and tone at the top aimed at creating a culture of ethical business practices. Suppliers will integrate the following requirements to promote integrity in their business operations:

**5.1 Business integrity.** Suppliers will not offer or accept any form of bribery, corruption, extortion, or embezzlement. Suppliers will not make illegal payments directly or indirectly or make campaign or political contributions in connection with their work for Elektra or on Elektra's behalf. Suppliers will also implement and maintain monitoring, record-keeping, and enforcement procedures to ensure compliance with anti-corruption, fair business, advertising, and competition laws.

**5.2 Intellectual property.** Suppliers will respect intellectual property rights and will conduct technology and know-how transfers in a manner that protects those rights and safeguards customer and supplier information.

**5.3 Responsible sourcing.** Suppliers will strive to map their supply chain from raw materials to the finished product or service being provided to Elektra. Suppliers shall, upon request, provide necessary supply chain mapping data and documented chain of custody information (e.g., bill of lading, purchase order, payment) to Elektra to meet its supply chain due diligence obligations to demonstrate the origin and control of each raw material or input. Suppliers will maintain policies and procedures reasonably assuring that any tantalum, tin, tungsten, gold, cobalt, and any other relevant minerals and commodities in products they manufacture is sourced in accordance with recognized due diligence frameworks. Suppliers will exercise due diligence on the source and chain of custody of these minerals and will make that information available to Elektra upon request.

**5.4 Privacy and information security.** Suppliers will protect the privacy of the personal information of everyone with whom they do business, including suppliers, customers, consumers, and workers. Suppliers will comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared. Further, Suppliers will not act arbitrarily to interfere with a worker's right to privacy.

## 6. Management systems

Suppliers will establish a management system that is designed to ensure that Suppliers' operations (a) comply with Elektra's requirements and applicable laws and regulations, (b) conform to the responsibilities of the Code, and (c) identify and mitigate operational risks related to the Code. The management system should also facilitate continual improvement.

The management system will contain the following elements:

1. Executive-level, public commitment and accountability to respect human rights and the environment;
2. Processes to identify, monitor, and comply with all applicable laws, regulations, standards, and requirements;
3. Risk assessment and risk management processes, including a human rights and environmental due diligence process that identifies, prevents, prioritizes, and addresses the risks covered in the Code;
4. Ongoing self-assessments, monitoring, and written improvement objectives and plans;
5. Training for workers and Supplier's own suppliers, as determined by said Supplier, to implement Supplier's policies and to comply with the Code and all applicable legal requirements;
6. Process to communicate information to workers, suppliers, and customers about the Code, share Supplier's policies, practices, expectations, and performance, and monitor compliance with the Code;
7. Process that gives workers and other stakeholders a means to provide feedback on management, practices, and conditions covered in the Code
8. Mechanism that provides workers with a means to report grievances anonymously (unless prohibited by law), prohibits retaliation for reporting grievances or participating in an investigation into grievances, protects the confidentiality and anonymity of workers who raise good-faith concerns, establishes a reporting process for grievances that is publicized and clearly communicated to workers, and ensures Supplier will continuously monitor these reporting processes, record issues raised, investigate as appropriate, and take appropriate action; and
9. Process for timely remediation of any non-conformance identified by internal or external assessments, inspections, investigations, reviews, and reports.



## References

We developed these requirements for our Suppliers based on our values and commitment to the following standards and frameworks:

- Responsible Business Alliance's Code Of Conduct
- Responsible Business Alliance's Definition of Fees
- United Nations Guiding Principles on Business and Human Rights
- International Bill of Human Rights
- International Labour Organization's Declaration on Fundamental Principles and Rights at Work
- International Labour Organization Conventions on Minimum Age (No. 138), Worst Forms of Child Labour (No. 182), and Forced or Compulsory Labour (No. 29)
- Web Content Accessibility Guidelines (WCAG) 2.1, Level AA
- United States Federal Acquisition Regulation (FAR)
- Organisation for Economic Co-operation and Development ("OECD") Guidelines For Multinational Enterprises
- OECD Due Diligence Guidance For Responsible Business Conduct
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
- Voluntary Principles on Security and Human Rights

*This Code is aligned with the Responsible Business Alliance's Code of Conduct.*

*The official version of Elektra's Supplier Code of Conduct is the English language version, which will prevail in the event of any conflict or inconsistency with translated versions.*

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