

# Supplier Code of Conduct

Version 1.1

Document Author: D McGurk

This document outlines the key expectations Kigen has on any supplier that we work with. We expect all suppliers to agree to adhering to these guidelines at all times during their business with Kigen.

## **Employment standards**

### **Child labour**

Kigen is opposed to the use of any form of child labour or practices that inhibit the development of children. Suppliers must comply with all child labour laws and should not employ anyone under the age of 15, or where it is higher, the mandatory school leaving age in the local country.

### **Forced or involuntary labour**

Suppliers must not participate in human trafficking; use forced, involuntary, or slave labour; or purchase materials or services from companies using forced, involuntary, or slave labour. They must be able to certify that materials included in their products comply with the slavery and human trafficking laws of the country or countries in which they do business.

### **Compensation and working hours**

Suppliers must comply with the applicable wage and hour labour laws and regulations governing employee compensation and working hours. Suppliers should conduct operations in ways that limit overtime to a level that ensures a humane and productive work environment.

### **Diversity and equality**

Suppliers should aim to provide equality of opportunity and treatment regardless of race, colour, gender, religion, nationality, sexual orientation, age, or disability. Suppliers are expected to support equal pay for work of equal value. Suppliers must oppose discrimination or intimidation towards employees including all forms or threats of physical and psychological abuse.

### **Ethics and integrity**

To meet social responsibilities, suppliers and their next-tier suppliers are required to conduct business in an ethical manner and act with integrity.

### **Business integrity**

Suppliers shall not practice or tolerate any forms of corruption, extortion or embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance. Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted, including any money, object of value or preferential treatments. These requirements are in addition to more specific obligations in respect of responsible business and anti-bribery included in the contractual terms of business or supply agreement(s) with Kigen.

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## **Sourcing conflict-free minerals**

Suppliers are required to eliminate the use of conflict minerals. Kigen will continue to promote responsible mineral sourcing and expect suppliers to communicate our conflict-free policy with next-tier suppliers. Participants shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customer upon request.

## **Disclosure of information**

Information regarding supplier's business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices.

## **Fair business and competition**

Suppliers shall uphold all standards of fair business, advertising and competition, including all laws and regulations.

## **Whistle-blower protection and anonymous complaints**

Suppliers shall provide an anonymous complaint mechanism for managers and workers to report workplace grievances. Suppliers shall protect whistle-blower confidentiality and prohibit retaliation.

## **Health and safety**

Kigen suppliers will make proper provision for the health, safety and welfare of their people, visitors and contractors and those in the community who may be affected by their activities. A safe and hygienic working environment should be provided, and best occupational health and safety practice promoted, bearing in mind the prevailing knowledge of the industry, and of any specific hazards.

## **Environment**

Suppliers are expected to conduct their operations in a way that minimises the impact on natural resources and protects the environment, customers, and employees. They must ensure their operations comply with all laws related to air emissions, water discharges, toxic substances, and hazardous waste disposal. Suppliers must maintain sufficient knowledge of input materials and components to ensure they were obtained from permissible sources, in compliance with laws and regulations. Suppliers may be required to validate this origin.

## **Proprietary information and IP**

Any information, personal data, technology, know how or IP that suppliers receive, or have access to, through dealings with Kigen must be kept confidential and never used for personal gain or outside of the scope of supplier's assignment with Kigen. This includes both commercial and technical information. Appropriate non-disclosure or confidentiality agreements are and will continue to be

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used to formalise the process of protecting proprietary information. Refer to the contractual terms of business or supply agreement(s) with Kigen or existing non-disclosure agreements for details on obligations relating to proprietary and confidential agreements. Suppliers may not use the Kigen trademark, images, or other materials to which Kigen owns the copyright, unless explicitly authorised. Suppliers shall have an ongoing process to create and maintain documents and records to ensure regulatory compliance, enable audit where appropriate, and conformity to the Code and the contractual terms of business or supply agreement(s) with Kigen.

Kigen employees are subject to annual training on their obligations regarding the management of IP.

## **Management commitment**

Kigen believes that sound management systems and commitment is the key to enriching the social and environmental well-being of our supply chain. Kigen holds suppliers accountable to this Code and all of its standards and suppliers are required to fulfil the expectations set forth by allocating

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appropriate resources to fulfil the requirements described. Suppliers shall implement or maintain, as applicable, a management system that facilitates compliance with this Code and with the law, and identifies and mitigates related operational risks while facilitating continuous improvement.

Kigen conducts business in line with best practice globally and expects all its suppliers to do the same.

## **Risk assessment and risk management**

Suppliers shall have a process to identify the environment, health and safety and labour practice and ethics risks associated with their operations. The process shall determine the relative significance of each risk and the implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

## **Continuous improvement**

Suppliers are expected to continuously improve their performance in general and by implementing appropriate measures to help them comply with labour, health and safety and environmental standards required by this Code. Suppliers shall have a process for timely correction of deficiencies identified by assessments, inspections, investigations and reviews undertaken by themselves or other third-parties.

## **Supplier responsibility**

Suppliers shall have a process to communicate the Kigen Code requirements to next-tier suppliers and to monitor their compliance to the Code and all applicable laws and regulations.

## **Communication**

Suppliers are expected to assist Kigen in enforcing this Code by communicating its principles to their supervisors, employees, and suppliers.

Any supplier may direct questions or comments about this Code to his/her regional Procurement Manager.

## **Violations of Policy**

Violations of the Kigen Supplier Code of Conduct should be reported in confidence to the Softbank whistle-blower office at <https://group.softbank/en/ethicshelpline>.

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Should a supplier be found to not adhere to any of these expectations during the duration of the agreement with Kigen then Kigen is within its rights to terminate the agreement for non-compliance.

## Version Control

Version Number	Name of Editor	Changes Made	Date of Change
1.0	D McGurk	First creation	14 <sup>th</sup> October 2021
1.1	L Newton	Amendments to training requirements	4 <sup>th</sup> September 2024