TOYOTA TSUSHO MEXICO, S.A. DE C.V.

SUPPLIER SUSTAINABILITY
CODE OF CONDUCT

Version 3.1 | Revised May 2026



REVISION HISTORY

Approval Date	Version	Explanation of Revision
March 2023	1.01	Initial Named Supplier Code of Conduct and Social Responsibility
October 2023	2.0	Renamed Supplier Sustainability Code of Conduct (SSCOC) The content of this SSCOC has been reorganized and expanded to cover additional sustainability topics and to clarify implementation and oversight expectations. New sections added to version 2.0 are: · Diversity, Equity & Inclusion · Local Communities · Confidential Information & Intellectual Property · Privacy, Information Security & Technology · Management Systems · Reporting a Concern · Training
May 2025	3.0	The content of this SSCOC has been reorganized and expanded to cover additional topics, including changes to the *Human Rights & Labor Practices* and *Ethics & Business Integrity* chapters. New sections added to version 3.0 are: · Business Continuity · Conflict of Interest · Animal Welfare/Testing · Food Safety, Quality & Recalls
May 2026	3.1	Content has been updated to reflect revisions for:: · Human Rights & Labor Practices: Indigenous & Local Communities · Appendix IA & Appendix IB

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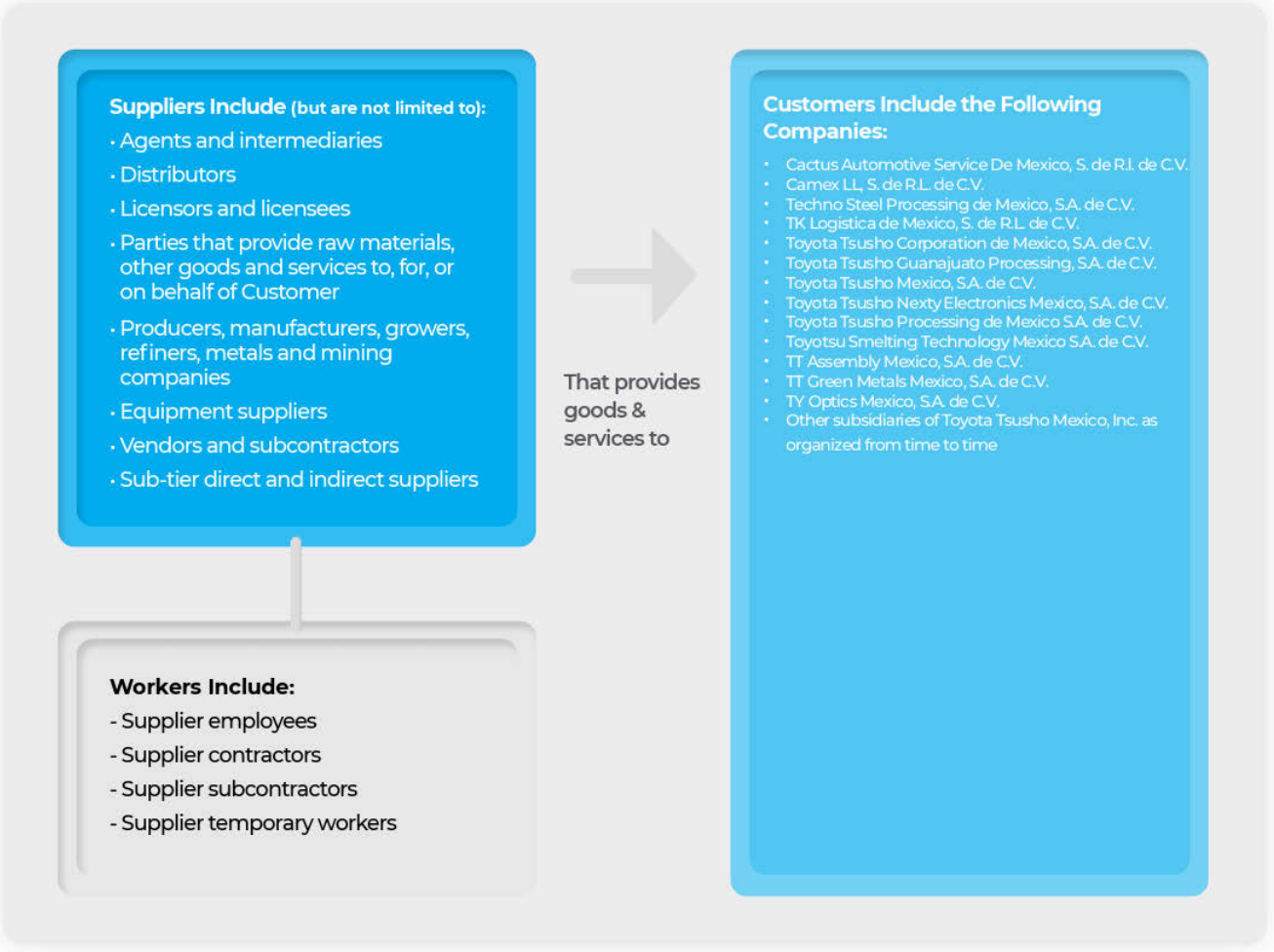
INTRODUCTION

This Supplier Sustainability Code of Conduct, effective as of April 2026, has been adopted by each of the companies identified in the Customers box below (collectively, "Customers") and shall apply to all goods suppliers and service providers, as well as to all of their sub-tier direct and indirect suppliers and service providers (collectively, "Suppliers"), and their employees, contractors and subcontractors (collectively, "Workers"). Suppliers are expected to share our expectations with sub-suppliers.



As a Supplier, your company does business with an above-named Customer, which is committed to:

A standard of excellence and service in every aspect of our business, locally and globally
Ethical and responsible conduct in all of our operations
Respect for the rights of all individuals
Respect for the environment

Customer (also referred to herein as "we," "our" and "us") expects these same commitments to be shared by all of our Suppliers and their Workers. These commitments play a significant role in how we define quality, which is an absolute prerequisite for our business.

We expect all Suppliers to devote themselves to quality excellence in their products and services, as well as in their conduct and relationships.

This Supplier Sustainability Code of Conduct (SSCOC) sets forth Suppliers' obligations in relation to the responsible management of social, ethical, and environmental issues. We expect our Suppliers to adhere to this SSCOC and to implement its requirements in a manner that is appropriate to the nature and scale of their activities, the goods they supply and the services they perform.

While we recognize different legal systems exist in the countries in which materials, components, and finished goods may be sourced or manufactured, our SSCOC sets forth certain basic minimum requirements that all Suppliers must satisfy.

Suppliers should contact the Purchasing Manager at the Customer with any questions or concerns about this document.

Where applicable local laws impose less restrictive obligations on a Supplier, the Supplier is expected to adhere to the standards of this SSCOC. Where applicable local laws impose greater obligations on a Supplier, the Supplier must comply with such laws and regulations.

Contracts with individual Suppliers may contain more specific or stringent requirements. To the extent there is a discrepancy between the SSCOC and an individual contract, the SSCOC shall be considered as a baseline and any additional terms required of the Supplier will be considered supplementary to the SSCOC.

REPORTING A CONCERN

Suppliers must prohibit retaliation against any person for reporting, in good faith, contraventions of the SSCOC, or for filing a complaint or testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a government enforcement agency.

Suppliers shall immediately report any instances of illegal or unethical behavior or breaches of this SSCOC in confidence by emailing compliance@toyota-tsusho.mx

Suppliers shall also regularly promote these contact details and have them permanently available within Supplier's organization and to any contractors or subcontractors working on Suppliers' behalf.

Suppliers shall provide a feedback mechanism accessible to Suppliers' employees, their suppliers and the public, to allow them to report any instances of illegal or unethical behavior or breaches of Suppliers' own codes of conduct.

compliance@toyota-tsusho.mx

01 HUMAN RIGHTS & LABOR PRACTICES



The Toyota Tsusho Group recognizes that businesses have the ability and the responsibility to contribute positively on human rights. As a member of the Toyota Tsusho Group, Customer is subject to the Toyota Tsusho Group Human Rights Policy (TTGHRP). Customer respects and supports international principles aimed at protecting and promoting human rights. The requirements in this SSCOC are consistent with the TTGHRP and with the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. Customer expects all of its Suppliers to undertake appropriate measures to meet these requirements.

Suppliers are expected to conduct ongoing human rights due diligence appropriate to their operations, including identifying, preventing, mitigating, and accounting for adverse impacts

INVOLUNTARY & FORCED LABOR

Suppliers shall respect the fundamental labor standards set forth in the conventions of the ILO with regard to the abolition of forced labor and slavery.

Suppliers shall not use any form of forced labor. This includes prison labor, bonded labor, indentured labor, slave labor, and/or labor derived from human trafficking. All work – including overtime work – must be voluntary.

All Workers shall be free to enter and exit the work premises, subject to reasonable restrictions, and terminate their employment or service with reasonable notice. Workers must not be required to surrender any government-issued identification, passports or work permits as a condition of employment or service.

If outsourcing of labor is permitted under applicable national law, Suppliers shall ensure that third-party labor agencies providing Workers are compliant with the provisions of this SSCOC and the sending country and receiving country laws, whichever are more stringent in their protection of Workers.

The ILO Indicators of Forced Labor include but are not limited to abuse of vulnerability, deception, restriction of movement, isolation, physical and sexual violence, intimidation and threats, retention of identity documents, withholding of wages, debt bondage, abusive working and living conditions, and excessive overtime.

Suppliers shall ensure that any contracts for both direct and contract Workers clearly convey the conditions of employment or service in a language understood by the Worker.

Suppliers shall be responsible for payment of all recruitment fees and expenses and shall not transfer any such charges to their Workers. Such fees and expenses include, but are not limited to, expenses associated with recruitment, processing and placement of both direct and contract Workers. All Supplier charges for food, housing, and other expenses shall be reasonable and clearly documented.

CHILD LABOR

Suppliers shall respect the fundamental labor standards set forth in the conventions of the ILO, including but not limited to, Conventions 138 and 182, with regard to the abolition of child labor and shall work against all forms of child labor. Suppliers shall not employ or otherwise retain any person under the legal age to work in the jurisdiction governing employment and in no event employ persons under the age of 15, even if the applicable law or regulation permits children under the age of 15 to work.

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 highest. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall follow the definition of hazardous work in ILO Recommendation 190 and prohibit the performance of “hazardous work” by persons under 18 years of age.

Vocational training programs and apprenticeships are only allowed within the scope permitted by the applicable laws and regulations of the relevant jurisdiction, and then only to the extent consistent with the conventions of the ILO

Suppliers shall implement an appropriate mechanism to verify the age of Workers. Suppliers shall cooperate with local authorities in the jurisdiction governing employment who regulate the employment of persons between 15 and 18 years of age.

continued

WORKING HOURS & COMPENSATION

Suppliers will, at a minimum, comply with all applicable wage laws, including those relating to minimum wages, overtime hours, and legally mandated benefits. Suppliers shall timely pay Workers and shall not systematically and deliberately withhold such payment.

Suppliers shall ensure working hours do not exceed the maximum set by local law. In addition, a work week shall not be more than 60 hours per week, including overtime, except in extraordinary circumstances. All overtime shall be voluntary. Workers shall be allowed at least one day off every seven days.

A work week shall not be more than 60 hours per week, including overtime, except in extraordinary circumstances.

If these hours must be exceeded by Supplier's employees due to extraordinary circumstances (which may include emergencies but shall not include anticipated peaks in production requirements), working hours shall not be excessive.

Suppliers will compensate Workers for overtime hours at such a premium rate as is legally required or, if a legally or contractually premium rate is not prescribed, at an appropriate rate greater than the regular hourly compensation rate.

Suppliers shall not use deductions from wages as a disciplinary measure. Workers must be paid in a timely manner, and each Supplier must clearly convey to its Workers the basis on which they are being paid.

NON-DISCRIMINATION & NON-HARASSMENT

Suppliers shall respect the fundamental labor standards set forth in ILO conventions with regards to protection from discrimination at work or on the job and shall commit to a workplace free of harassment and unlawful discrimination. Suppliers shall not engage in discrimination or harassment, including: a) physical abuse; b) sexual harassment; c) threats, intimidation, verbal or psychological harassment; and/or d) discrimination based on race, color, religion, age, nationality, social or ethnic origin, sexual orientation, gender identity or expression, political affiliation, disability, pregnancy, covered veteran status, union membership, marital status, and/or family responsibilities. Suppliers' hiring, retention and employment practices such as wages, promotions, rewards, and access to training shall be free from discrimination.

Suppliers shall not subject Workers to work that is degrading or hazardous, or to medical tests, including pregnancy tests or physical exams, that could be used in a discriminatory way.

Suppliers shall respect the fundamental labor standards set forth in ILO conventions with regards to protection from discrimination at work or on the job and shall commit to a workplace free of harassment and unlawful discrimination. Suppliers shall not engage in discrimination or harassment, including: a) physical abuse; b) sexual harassment; c) threats, intimidation, verbal or psychological harassment; and/or d) discrimination based on race, color, religion, age, nationality, social or ethnic origin, sexual orientation, gender identity or expression, political affiliation, disability, pregnancy, covered veteran status, union membership, marital status, and/or family responsibilities. Suppliers' hiring, retention and employment practices such as wages, promotions, rewards, and access to training shall be free from discrimination.

DIVERSITY, EQUITY & INCLUSION

Suppliers shall respect diversity and promote practices and policies of equity and inclusion by honoring the dignity of all Workers, embracing and striving to maintain the benefits of a diverse working environment, and seeking to develop, sustain, and grow a diverse supply network that delivers first-rate value to their customers.

FREEDOM OF ASSOCIATION

Suppliers shall respect the rights of Workers to freely associate, organize, and bargain collectively in accordance with local laws and ILO conventions 87 and 98. Customer expects its Suppliers to encourage dialog between Workers and management in building constructive working relations and for the resolution of any issues.

HEALTH & SAFETY

Suppliers shall commit to providing and maintaining a safe and healthy workplace for visitors and Workers.

Suppliers shall:

continued

- Comply with all applicable occupational health and safety laws and regulations and Customer policies.
- Develop and maintain an effective occupational health and safety management system that, at a minimum, provides for continual improvement (kaizen), employee participation in safety committees, risk and hazard identification and assessment, and appropriate communication channels for Worker access to health and safety information; and includes procedures to address incident record-keeping, investigation, and corrective action.
- Ensure facilities and amenities, including Worker accommodations (if employer provided), are safe, hygienic, and able to meet the basic needs of Workers.
- Prohibit the use, possession, distribution, or sale of illegal drugs on their business premises.
- Comply with internationally recognized human rights when using public or private security forces.
- Establish an appropriate program to protect Workers from threats and other dangers during business travel.
- Make other commitments required under applicable laws in the jurisdiction governing employment.

INDIGENOUS AND LOCAL COMMUNITIES.

Customer is committed to upholding the unique rights of Indigenous Peoples in regions where it does business and requires its Suppliers to respect these rights. Suppliers must align their practices with the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and the International Labour Organization Convention No. 169 on Indigenous and Tribal Peoples. Suppliers are expected to understand how their business practices may positively or negatively impact Indigenous rights, lands, and resources in the regions where they operate. In recognition of free, prior, and informed consent as a guiding principle, Suppliers are encouraged to engage in meaningful consultation with Indigenous Peoples, particularly in the context of land, development, or resource-related activities, and to develop sustainable and mutually beneficial relationships with Indigenous communities affected by their operations. Suppliers must also promote non-discrimination, respect for Indigenous cultural identity, and inclusive labor practices throughout their operations and supply chains..

ENVIRONMENTAL PROTECTION

a member of the Toyota Tsusho Group, Customer is subject to the Toyota Tsusho Group Environmental Policy, including the Environmental Sustainability Commitment.

Suppliers are expected to strive to meet the Environmental Sustainability Commitment in their provision of goods and services and in their operations generally, including with respect to carbon neutrality, water stewardship, protection of biodiversity, and sustainable materials management. Suppliers are encouraged, where feasible, to set time-bound GHG reduction targets and integrate climate, circular economy, and nature considerations into business planning

Suppliers shall:

- Comply with all applicable local, state and national environmental laws and regulations as well as international standards as applicable in the jurisdiction of supply, Customer requirements and other requirements set forth in business contracts and, in countries where legislation is not evident or enforced, ensure reasonable practices are in place for managing environmental impacts.
- Take steps to prevent pollution, eliminate substances of concern and promote technologies and processes that reduce or eliminate harm and degradation to the environment.
- Develop and maintain an effective environmental management system that supports identifying risks, measuring and monitoring performance, and driving continual improvements to minimize environmental impacts.
- Track Scope 1, 2, and 3 greenhouse gas (GHG) emissions data in accordance with the accounting principles outlined in The GHG Protocol: A Corporate Accounting and Reporting Standard, and, if requested by Customer, develop and provide plans to reduce GHG emissions in alignment with Toyota Tsusho Group's carbon neutrality objectives and TAI's target of carbon neutrality by 2050. These plans may include, among other initiatives, improving energy efficiency, minimizing energy consumption, and purchasing renewable energy.
- Develop water management plans that assess water scarcity and quality risks and reduce freshwater use in areas of high water stress.
- Support access to clean and safe drinking water at all Supplier locations
- Promote a circular economy and prevent and reduce waste by encouraging reuse and recycling. Increase recycling of plastics, especially in a closed loop, and improve packaging by reducing the amount of packaging used and its recyclability.
- Avoid unnecessary deforestation and protect biodiversity and ecosystems, especially during construction of new sites.

02 ETHICS & BUSINESS INTEGRITY



Customer is committed to conducting its business in accordance with the highest standards of business ethics and in compliance with all applicable laws. We expect the same from our Suppliers.

LEGAL COMPLIANCE

Suppliers shall comply with all applicable laws and regulations, including but not limited to those pertaining to the manufacture, pricing, sale, and distribution of merchandise. All references to "applicable laws and regulations" in this SSCOC include local and national codes, laws, rules, and regulations, as well as applicable treaties and voluntary industry standards.

Suppliers shall not participate in international boycotts that are not approved by the United States (U.S.) Government. Suppliers shall notify Customer in writing in the event they believe that a law or regulation of an applicable jurisdiction requires such participation so that the parties may confer on the appropriate action to be taken.

Suppliers shall notify Customer promptly in writing of any action, investigation mechanism, or legal proceeding that may affect their ability to supply products or services to Customer in accordance with this SSCOC.

ANTI-CORRUPTION

Suppliers shall conduct business in full compliance with the anti-corruption and anti-money laundering laws and regulations that govern the jurisdictions in which Suppliers conduct business and/or provide goods and services to Customer or that would be prohibited by the jurisdiction(s) to which the Customer is subject. Suppliers shall have and enforce a policy of zero tolerance of any form of bribery or corruption within their organizations, including facilitation payments, and shall ensure their Workers are aware of the policy and how to comply with its requirements.

Suppliers shall not give, promise, receive, or request any bribes (financial or otherwise), including but not limited to in relation to any public official. Suppliers shall maintain appropriate records of their anti-corruption efforts and provide their senior employees with anti-corruption training. Supplier shall adopt policies consistent with the ICC Rules on Combatting Corruption.

ANTITRUST

Suppliers shall conduct business in full compliance with the antitrust and fair competition laws that govern the jurisdictions in which they conduct business.

BUSINESS CONTINUITY

Suppliers are expected to manage business continuity risk in terms of ensuring availability of goods and services to the Customer during a disaster event. Therefore, we expect Suppliers to have plans in place for their business to continue with minimal interruption in the event of an emergency, crisis situation, natural disaster, cybersecurity event, or terrorist/security-related event. Suppliers are expected to share these plans as requested by the Customer.

CONFLICT OF INTEREST

Customer will not enter into a transaction with a Supplier where there is a conflict of interest or an appearance of conflict of interest unless such transaction is approved and cleared in advance by Customer's corporate counsel. Conflicts of interest include situations where a third party employs a Customer employee, or a spouse or close family member of a Customer employee, or when a Customer employee has a financial interest in the Supplier's business.

We expect our Suppliers to promptly disclose any conflict or potential conflict of which they become aware.

CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

Supplier shall protect the confidentiality, integrity, and availability of Customer data, including Customer's confidential information, with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care.

Suppliers shall not infringe on the intellectual property (such as patents, designs, trademarks, copyrights, and trade secrets) of others and shall not use such intellectual property without a license.

Suppliers shall at all times protect intellectual property, whether Customer's or its own, against infringement or misappropriation.

continued

RIVACY, INFORMATION SECURITY & TECHNOLOGY

Customer respects personal privacy and information security and strives to protect the personal information (as defined in applicable privacy laws, "Personal Information"), of its customers, suppliers, and all others with whom it does business, in accordance with applicable privacy laws.

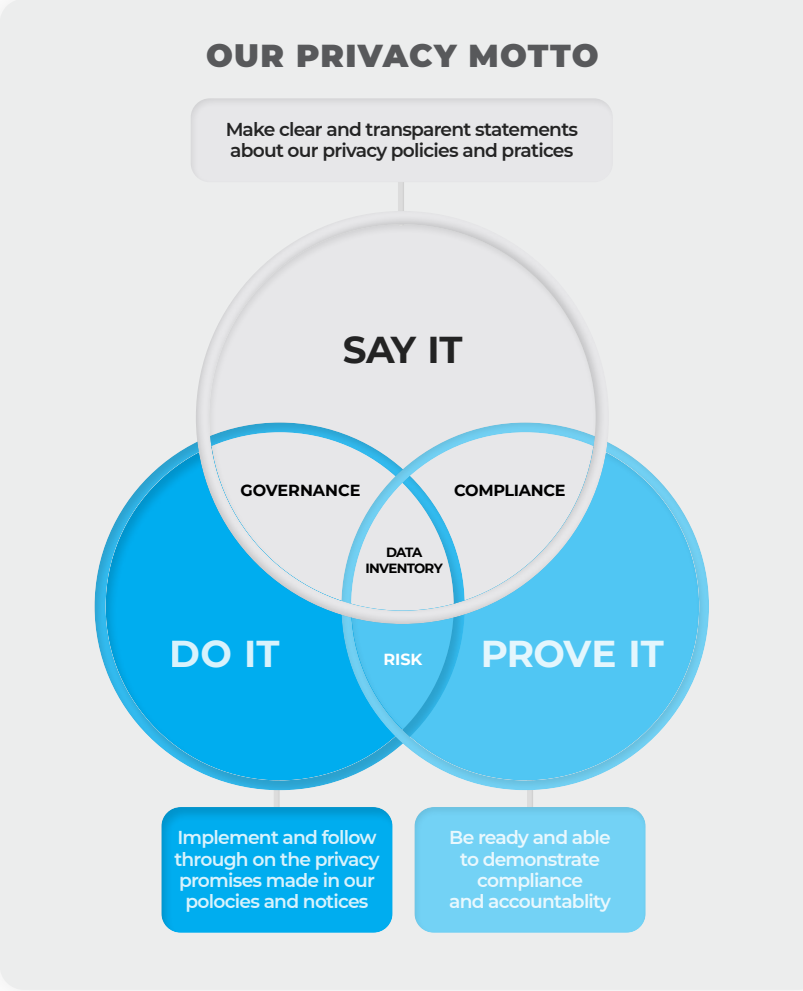
Customer may conduct privacy, information security, and/or AI due diligence reviews on Suppliers whose products or services impact Personal Information; materially affect the confidentiality, integrity, or availability of Customer's data; or include AI use.

Supplier shall maintain a holistic vendor management program to assess risks posed by third-party vendors and suppliers covering both information technology and operational security.

Suppliers shall take all appropriate technical and organizational measures necessary to ensure the security and privacy of all confidential and sensitive information, as well as Personal Information they receive from, or process on behalf of, Customer, including such information as pertains to consumers, other companies in the supply chain, Customer's customers, and Workers. Suppliers shall comply with all applicable privacy and data protection laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

Within the meaning of applicable privacy laws, Suppliers acknowledge and agree that Customer is a "Business" and that Suppliers shall act only on behalf of Customer as its "Service Provider" or "Data Processor" with respect to creating, collecting, storing, processing, transmitting, and sharing "Personal Information" for a "Business Purpose." Suppliers represent and warrant that they shall never sell Personal Information.

Suppliers shall implement and maintain a written mature information security program, which shall include appropriate written policies, procedures, and risk assessments., meeting recognized standards such as TISAX and/or ISO 27017/27018. Suppliers shall implement all administrative, physical, and technical safeguards needed to protect Customer data, Customer confidential information and Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices or as otherwise required by applicable law.



Suppliers shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, processed, used, stored, disposed of, and disclosed, comply with applicable privacy and data protection laws. The parties recognize Artificial Intelligence ("AI") is an essential and widely used tool across technologies. As the capabilities and use of AI continue to increase and advance, Suppliers shall commit to ensuring that their use of AI is transparent, explainable, fair, and empirically sound, while fostering accountability.

Suppliers shall aid Customer in its endeavor to use AI responsibly by adhering to current industry accepted practices and ensuring that Suppliers' use of AI in their products and services: a) incorporates reasonable due care,

transparency and appropriate notice; and b) complies with all applicable laws, regulations, and industry best practices. Suppliers shall disclose any and all use of AI to Customer, especially to the extent that Suppliers' services or deliverables will be presented to Customer's customers or employees

continued

ANIMAL WELFARE/ANIMAL TESTING

Suppliers are expected to respect the five animal freedoms formalized by the World Organization for Animal Health (OIE).

FOOD SAFETY, QUALITY & RECALLS

Supplier shall provide Customer with products that meet all legal, industry, and Customer safety, quality, and technical requirements. Supplier is expected to implement appropriate risk management systems to protect against food and product safety hazards. Supplier shall monitor products for safety and quality and promptly report any issues to Customer. Supplier shall notify Customer of any voluntary and mandatory product recalls and removals.

Conflict Minerals as described by the OECD and incorporated into applicable laws and regulations generally include tantalum, tin, tungsten, gold, and cobalt. See Appendix 1B for additional information on due diligence for high-risk materials and products.

RESPONSIBLE SOURCING OF MINERALS

Suppliers shall not use conflict minerals as defined by applicable laws and regulations in their provision of goods and services to Customer. Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, and cobalt 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 Chain of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework. Suppliers shall include appropriate language in their supply contracts prohibiting the use of conflict minerals and, upon request from Customer, shall supply documentation demonstrating that their goods or services are compliant.

03 IMPLEMENTATION & OVERSIGHT



Suppliers are expected to monitor their continued compliance with this SSCOC and correct each instance of noncompliance without undue delay.

MANAGEMENT SYSTEMS

Suppliers shall establish clear goals and processes towards meeting the requirements set forth in this SSCOC. Suppliers shall enforce, maintain, and demonstrate their commitment and compliance through implementation of adequate management systems, effective risk management and allocation of appropriate and sufficient resources, all appropriate to the size and nature of the Supplier's operations. Suppliers shall have or work towards a culture of continuous improvement in developing and implementing measures to ensure they align with the content of this SSCOC. Suppliers shall also have in place adequate remedial mechanisms in case of any violations of these requirements.

Suppliers shall take appropriate steps to ensure that the provisions of this SSCOC are communicated to Workers

PUBLICATION

Suppliers shall take appropriate steps to ensure that the provisions of this SSCOC are communicated to Workers, including the prominent posting of a copy of this SSCOC in a place readily accessible to Workers at all times and the translation of this SSCOC into the local language.

MONITORING & COMPLIANCE

Suppliers are expected to maintain documentation to demonstrate their compliance with the SSCOC in accordance with applicable law and the terms and conditions in their contracts.

Suppliers have the primary responsibility to ensure that their Workers and the other companies in their supply chain who provide services to Customer, or who manufacture materials, components, or products that will be sold to Customer, or incorporated into goods sold to Customer, comply with this SSCOC.

Suppliers will be expected to demonstrate compliance with this SSCOC upon Customer's request. Customer reserves the right to verify compliance with this SSCOC including, without limitation, through site visits and inspections, whether announced or unannounced, and whether by Customer or by any agent with which it contracts or does business.

If a Supplier fails to comply with any aspect of this SSCOC, immediate notice of the violation shall be provided to Customer. Suppliers are expected to implement corrective actions immediately to address any contraventions of this SSCOC. Customer reserves the right to terminate any agreement with any Supplier in the event of material non-compliance with the SSCOC. Suppliers shall maintain effective, accessible grievance mechanisms for Workers and other affected stakeholders and shall provide for or cooperate in legitimate remediation processes in an appropriate and timely manner.

TRAINING

All Suppliers shall train their Workers to achieve appropriate levels of knowledge, skill, and ability to ensure their Workers are able to fulfill Suppliers' commitments to meet Customer's SSCOC requirements. Such training programs should address, at a minimum, the topics in this SSCOC. At Customer's request, Suppliers shall provide Customer with records and other information regarding such training to fulfill any reporting requirements applicable to Customer or Suppliers.

Appendix I: Supplier Due Diligence – Anti-Forced Labor

A. BACKGROUND

Customer is committed to vetting Suppliers and the countries in which materials and products are sourced or purchased by Customer, manufactured, grown, mined and/or smelted. This commitment aims to:

1) **Effectively focus our resources;**
2) **Better manage our supply chain for both our customer-directed and independently sourced products; and**
3) **Identify the producers of those products and their constituent materials.**

B. HEIGHTENED SUPPLIER DUE DILIGENCE

Customer conducts heightened due diligence on Suppliers who source products or product inputs which are at higher risk of being made in whole or in part with forced labor. Customer assesses forced or child labor risk based on the following factors:

- Location of the Supplier, including its sub-tier direct and indirect suppliers: Certain countries and regions are at higher risk of the presence of forced or child labor in manufacturing supply chains. Suppliers located in these locations may, at Customer's discretion, become subject to heightened anti-forced labor due diligence.
    - To help guide Suppliers, Customer has developed a list of Higher Risk Sourcing Countries, which identifies countries that may, depending on the product supplied and other factors, present higher risk of using forced or child labor in manufacturing supply chains. The current list of Higher Risk Sourcing Countries is set forth below as Appendix IA. The information in this appendix is based on reputable nongovernmental organizations (NGOs) and other sources detailing forced labor risks, including the Global Slavery Index.
    - Suppliers, including their direct or indirect sub-tier suppliers, which are located in a Higher Risk Sourcing Country may be subjected to heightened due diligence procedures. Please note that Supplier location in one of the listed countries does not automatically subject the Supplier to heightened due diligence; similarly, Suppliers located in other countries not included on this list may nonetheless be subjected to heightened due diligence based on the product supplied and other factors. Customer may periodically update the list of Higher Risk Sourcing Countries as new information becomes available.
- Type of Product: Certain products and product inputs are at higher risk of being made with forced or child labor, and Suppliers of these products may be required to submit to heightened labor due diligence. These Higher Risk Products may be subjected to enhanced due diligence procedures. A list of Higher Risk Products is set forth as Appendix IB. This list is updated on an annual basis, unless any significant action occurs that requires a supplemental update.
- Allegations or Evidence of Forced or Child Labor: Suppliers may be required to undergo heightened due diligence if Customer learns of credible allegations or acquires evidence of forced or child labor at the Suppliers' facilities or in their supply chains.
- Suppliers are required to notify Customer if they become aware of any credible allegation or evidence that forced or child labor is present anywhere throughout the supply chain of the products (or inputs for products) supplied to Customer. This responsibility extends to due diligence with regard to all Suppliers' subcontractors.
- Customer may require Supplier to provide complete information on Supplier ownership, including both legal ownership and the ultimate beneficial owner. Customer reserves the right to audit Supplier's records to confirm the accuracy of such information. Supplier shall advise Customer of any changes in its entity name or entity control.

Relying on the above-listed factors to inform our due diligence and risk-based sourcing determinations helps Customer to effectively focus its resources in order to better manage its supply chain.

continued

C. ADDITIONAL GUIDANCE TO SUPPLIERS ON RESPONSIBLE SOURCING

Set forth below are several publicly available resources that may help to provide Suppliers with more information on forced labor and responsible sourcing:

- International Labour Organization, Global Business Network on Forced Labour
- International Labour Organization, Indicators of Forced Labour
- International Labour Organization, International Labour Standards
- Responsible Business Alliance, Responsible Labor Initiative

Additionally, Customer supports the ILO and International Finance Corporation's (IFC) Better Work program and has some Suppliers that participate in a Better Work country program. Better Work is a program that provides assessment and capacity-building services for factories in select countries. The ILO and IFC make autonomous decisions on where Better Work operates using an independent set of criteria that include consultations with national stakeholders of government, employers, and workers. Customer encourages all Suppliers to explore and, as appropriate, participate in Better Work.

D. SUPPLY CHAIN MAPPING INFORMATION & TRACEABILITY DOCUMENTATION

Heightened due diligence discussed under sub-section (B) above may include a requirement for Suppliers to:

1) **Map the supply chain of the products supplied to Customer (i.e., identify the Suppliers throughout the supply chain from raw material to finished good).**
2) **Provide traceability documentation (i.e., tracing the supply chain from raw materials to the imported good through documents produced in the course of business, such as purchase orders, commercial invoices, payment records, shipping records, certificates of origin, packing lists, bills of lading, production records, inventory records supporting production, daily manufacturing process reports, and list of production steps and chain of custody records for imported merchandise and import/ export records).**

If any company in the supply chain is selected for heightened due diligence by Customer, Suppliers will be required to obtain and provide to Customer in a timely manner all traceability documentation requested by Customer.

Customer may request additional supply chain information and tracing documentation when necessary to verify compliance with this SSCOC. Suppliers shall fully cooperate with any such request and use their best efforts to collect, in a timely manner, supply chain information and traceability documentation from additional entities in the supply chain for the specified product.

Appendix IA: Higher Risk Sourcing Countries*

A. BACKGROUND

This information is subject to change. Please read the latest version of Appendix here.

- Bangladesh
- Brazil
- China
- Cote d'Ivorie
- Dominican Republic
- Ghana
- India
- Indonesia
- Japan**
- Malaysia
- Pakistan
- Russia
- South Korea**
- Taiwan**
- Thailand
- Turkiye
- Vietnam

* The information in this Appendix is based on reputable NGO and other sources detailing forced and child labor labor risks, including the Global Slavery Index. Please note that a Supplier location in one of the listed countries shall not automatically subject the Supplier to heightened due diligence; similarly, Suppliers located in other countries not included on this list may nonetheless be subjected to heightened due diligence based on the product supplied and other factors.

** Denotes countries identified as higher risk for fish or fish products only.

Appendix IB: Higher Risk Products

A. BACKGROUND

This information is subject to change. Please read the latest version of Appendix here.

Suppliers of the following products **or any products containing any of the following materials or products** may be required to undergo heightened due diligence:

- Aluminum and aluminum products*
- Batteries, including electric vehicle (EV) batteries.
- Cobalt*
- Copper
- Cotton and cotton products
- Drones
- Electronics
- Fish and seafood
- Garments/Apparel, including footwear and textiles.
- Lithium*
- Polyvinyl Chloride (PVC) products
- Red dates
- Silica-based products, including polysilicon.
- Steel and steel products
- Sodium Hydroxide (Lye or Caustic Soda)
- Timber
- Tires (rubber)
- Tomato Products

In addition, Suppliers of **electric vehicle (EV) batteries** or their **sub-materials** may be required to undergo heightened due diligence if the products or materials contain any **critical minerals (noted above by *)**. Critical minerals also include but are not limited to:

- Graphite
- Magnesium
- Manganese
- Nickel
- Tantalum
- Tin
- Tungsten
- Zinc
- Zirconium

The full list of critical minerals is available here.