

Axis Supplier Code of Conduct

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1 Document history

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2 Definitions

Corruption – defined as the abuse of entrusted power for private gain.

Bribery – defined as an offer or receipt of any gift, loan, fee, reward or other advantage to or from any person as an inducement to do something which is dishonest, illegal or a breach of trust, in the conduct of the enterprise's business.

Young workers – defined as any workers under the age of 18.

Child – defined as 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.

Forced labor – all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.

OECD – Organisation for Economic Co-operation and Development.

RBA – Responsible Business Alliance former Electronic Industry Citizenship Coalition (EICC).

Hierarchy of Controls - is a framework used in occupational health and safety to minimize or eliminate exposure to hazards.

3 Introduction

We want to build trust through strong relationships with all our stakeholders, internal and external. Doing so requires us to be clear about the conduct we expect from those we do business with.

This Code sets the framework to ensure that working conditions in Axis supply chain are safe, and that business is conducted responsibly, ethically, and with respect for human rights and the environment.

Mandatory international legislation requires Axis to enforce these requirements within Axis supply chain. Requirements pertaining to this Code are based on The Responsible Business Alliance (RBA) Code of Conduct.

4 References

4.1 Frameworks and Standards

- [UN Global Compact, as a signatory to the we comply with its 10 principles](#)
- [ILO Fundamental Conventions](#)
- [Organization for Economic Co-operation and Development \(OECD\) Guidelines for Multinational Enterprises](#)
- [Universal Declaration of Human Rights](#),
- [International Labor Organization \(ILO\) Declaration on Fundamental Principles and Rights at Work](#),
- [UN Guiding Principles on Business and Human Rights](#).
- [CSDDD](#)
- [CSRD](#)

4.2 Internal references

The requirements in Axis Supplier Code of Conduct are in line with Axis other policies such as but not limited to Axis Code of Conduct, Human Rights Policy, Environmental Policy and Anticorruption Policy.

5 Scope

The Axis Supplier Code of Conduct ("Code of Conduct") sets out the requirements which Axis expects all of its suppliers of goods and services to operate on.

By signing this Code of Conduct, the Supplier acknowledges and agrees that it will comply with this Code of Conduct and that any non-compliance with the Code of Conduct constitutes a material breach of each current agreement, the general purchase terms or other terms and conditions applicable between Axis and the Supplier.

If a non-conformance with this Code of Conduct is identified, the Supplier shall implement corrective actions according to the agreed time plan. While our ambition is to nourish long-term, mutually beneficial business relationships with our suppliers, Axis will phase out suppliers that fail to implement appropriate corrective actions.

The requirements are categorized into three levels: Basic, Advanced, and Excellent. Basic requirements must always be met when conducting business with Axis. For sections 7 and 8.8 we have also defined Advanced and Excellent requirements. Advanced requirements exceed minimum compliance and necessitate additional steps towards more sustainable practices. Excellent requirements go even further, promoting additional steps towards sustainability excellence and encouraging a proactive approach.

When awarding new business opportunities to suppliers, we will give preference to those meeting Advanced and Excellent level.

6 Labor

The Supplier commit to respect the human rights of workers, and to treat them with dignity. This applies to direct and indirect suppliers, as well as all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.

The labor standards are as follows:

6.1 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 or equivalent confirmation of employment terms, 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 must 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 local law and provide equal or better terms.

All work shall be voluntary, and workers shall be free to terminate their employment without penalty if reasonable notice is given, which shall be clearly stated in workers' contracts. The Supplier shall maintain documentation on all leaving workers. 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. 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.

6.2 Young Workers

Child labor shall never be used. 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. 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 Supplier shall implement an appropriate mechanism to verify the age of workers.

The Supplier shall provide appropriate support and training to all workers, including students. In the absence of local law, 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. If child labor is identified, assistance/remediation shall be provided.

6.3 Working Hours

Working hours shall not exceed the maximum set by local law. 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.

6.4 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws or collective bargaining agreement including those relating to minimum wages, overtime hours and legally mandated benefits. All workers shall receive equal pay for equal work, qualification and performance. Workers shall be compensated for overtime at pay rates greater than regular hourly rates. 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. Deductions from wages as a disciplinary measure shall not be permitted.

6.5 Non-Discrimination/Non-Harassment/Humane Treatment

The Supplier 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. The Supplier shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity or 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.

6.6 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 Supplier 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 elect and join alternate lawful forms of worker representations.

7 Health and safety

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

The Supplier shall take responsibility for the health and safety of its employees by setting up and using an occupational health- and safety management system including sections below and in in line with the basic principles of ISO45001. ¹

7.1 Occupational Health and Safety

All potential occupational 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.

The Supplier shall provide workers with safe and healthy working environments, which shall be, maintained through ongoing, systematic monitoring of workers' health and working environments. The Supplier shall provide occupational health monitoring to routinely evaluate if workers' health is 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.

7.2 Emergency Preparedness

Potential emergency situations and events shall be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including

¹ Basic: The supplier has identified health and safety risks. Advanced: The supplier has health and safety management system in line with ISO45001. Excellent: The supplier is ISO45001 certified.

emergency reporting, employee notification and evacuation procedures, worker training, and drills. Emergency drills shall be executed at least annually or as required by local law, 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.

7.3 Occupational Injury and Illness

Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, 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.

7.4 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.

7.5 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.

7.6 Health and Safety Communication

The Supplier 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.

8 Environment

The Supplier 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 Supplier shall take responsibility for protecting the environment by setting up and use an environmental management system including sections below and in accordance with ISO14001. Contract manufacturers and configuration logistics centers shall be ISO14001 certified.

8.1 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.

8.2 Pollution Prevention and Resource 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.

8.3 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.

8.4 Solid Waste

The Supplier 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.

8.5 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 Supplier shall conduct routine monitoring of the performance of its air emission control systems.

8.6 Materials Restrictions

The Supplier shall adhere to all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

8.7 Water Management

The Supplier 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 Supplier shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

8.8 Energy Consumption and Greenhouse Gas Emissions

The Supplier shall establish and report against a 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 reported internally and to Axis.² The Supplier shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

9 Ethics

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

9.1 Business Integrity

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

9.2 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, 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 anticorruption laws.

9.3 Disclosure of Information

All business dealings shall be transparently performed and accurately reflected on the Supplier business books and records. Information regarding 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.

9.4 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.

² Basic: The supplier has GHG targets for Scope1&2. Advanced: The supplier has GHG targets for Scope 1, 2 & 3. Excellent: The supplier has GHG targets in line with Science Based targets (SBT).

9.5 Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity, and protection of whistleblowers³ shall be maintained, unless prohibited by law. The Supplier shall have a communicated process for the workers to be able to raise any concerns without fear of retaliation.

9.6 Responsible Sourcing of Minerals

The Supplier 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 Organisation 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.

9.7 Privacy

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

10 Management systems

The Supplier 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 Supplier's operations and products;
- (b) conformance with this Code.
- (c) identification and mitigation of operational risks related to this Code. It shall also facilitate continual improvement; and
- (d) compliance with Axis List of Banned and Restricted Substances, see P/N 50299.

The management system shall contain the following elements:

10.1 Company Commitment

The Supplier shall establish human rights, health and safety, environmental and ethics policy statements affirming 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.

³ Whistleblower definition: Any person who makes a disclosure about improper conduct, such as violation of human rights, laws or this Code by an employee or officer of a company, or by a public official or official body.

10.2 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 reviews the status of the management systems on a regular basis.

10.3 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.

10.4 Risk Assessment and Risk Management

The Supplier shall adopt or establish a process to identify the legal compliance, environmental, health and safety⁴, labor practice and ethics risks, including the risks of severe human rights and environmental impacts, associated with Supplier's operations. The Supplier shall determine the relative significance for each risk and implement appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

10.5 Improvement Objectives

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

10.6 Training

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

10.7 Communication

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

10.8 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.

⁴ Areas to be included in a risk assessment for environmental health and safety are production areas, warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing/dormitories

10.9 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.

10.10 Corrective Action Process

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

10.11 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 privacy.

10.12 Supplier Responsibility

The Supplier shall establish a process to communicate Code requirements to suppliers and to monitor supplier compliance to the Code.

Date

Company Name

Title

Name

Signature