BOE Supplier Code of Conduct

Chapter 1. General Provisions

Article 1 Purpose

To clarify BOE's corporate social responsibility management requirements for suppliers, ensure that suppliers produce products or provide services in a manner compliant with social responsibility, and promote sustainable development of the industrial chain. This *Code of Conduct* is established in accordance with *SA8000, ISO 14001, ISO 45001, ISO 26000* and taking into account the Company's actual circumstances.

Article 2 Scope

This *Code of Conduct* applies to supplier corporate social responsibility management activities for BOE Technology Group Co., Ltd. (hereinafter referred to as the Group) and its wholly-owned, controlling, and actually controlled enterprises (hereinafter referred to as subsidiaries; collectively, the Group and subsidiaries are referred to as BOE). The Company's non-listed public subsidiaries and listed subsidiaries shall comply with independence requirements by reference.

Article 3 Definitions

1. CSR (Corporate Social Responsibility) shall mean the requirements on the management system, labor, safety and occupational health, environment, and business ethics.

2. Child labor shall mean any worker who is under the age of completion of compulsory education, or under the minimum age for employment in accordance with applicable laws and regulations in the country/region of employment (whichever is higher of the two).

3. Young worker shall mean any worker who is above the age defined of child labor but under 18 years old.

4. Prison labor shall mean the people imprisoned by the government or the military.

Chapter 2. The Supplier's CSR Management System

Article 4 CSR System

Suppliers shall establish and effectively operate the CSR Management System in

accordance with the relevant standards such as *SA8000, ISO 14001, ISO 45001, ISO 26000*, the relevant laws and regulations, and the requirements of BOE.

Article 5 CSR Policy

Suppliers shall establish Social Responsibility Policies, including compliance with laws and regulations, international standards, and make a commitment to continual improvement.

Article 6 CSR Requirements

All activities of the suppliers must fully comply with the laws and regulations of the country or region where they do the business, and must fully comply with the requirements of BOE and other customers, meanwhile the suppliers shall comply with relevant international and industrial standards of CSR. If the laws of the above country or region conflict with the foregoing standards, the higher standards consistent with the laws of the country or region shall prevail. If the foregoing standards stipulate same contents which not conflict with the laws, the provisions or contents which will better protect the interests of workers shall prevail.

Article 7 Management Accountability and Responsibility

1. Suppliers shall establish a competent organization for CSR management, including executives, CSR professionals, and departments.

2. Suppliers shall conduct CSR management to their upper tier suppliers/subcontractors, including but not limited to the establishment of an upper tier supplier CSR Management System, CSR risk assessment, CSR performance management, CSR on-site audit and problem tracking improvement.

3. Suppliers shall establish CSR agreements with their upper tier suppliers, and push to sign the agreements, in order to strengthen the CSR management of their upper tier suppliers.

4. Suppliers shall make CSR a basic precondition or threshold criterion to certify and select their new upper tier suppliers, which means the new upper tier supplier shall not be approved if its CSR cannot meet the requirements of the supplier.

Article 8 Risk Assessment and Risk Management

Suppliers shall establish procedures to identify risks associated with its business on

management system, labor, safety and occupational health, environment, business ethics, etc. and implement appropriate procedures to ensure compliance and risk control.

Article 9 Performance Objectives with Implementation Plans and Measures

Suppliers shall establish CSR performance objectives, indicators and implementation plans to improve their social responsibility performance and evaluate it regularly.

Article 10 Training

Suppliers shall make training plans for their management level and workers to implement their CSR policies, procedures and improvement objectives.

Article 11 Communication

Suppliers shall establish a procedure for timely communication of CSR related performance, CSR reports, CSR events to BOE and other customers, workers and the upper tier suppliers.

Article 12 Internal Audits and Assessments

Suppliers shall conduct regularly internal audits and self-assessments to ensure compliance with laws and regulations, international standards and the social responsibility requirements of this *Code of Conduct*.

Article 13 Continual Improvement

1. Suppliers shall establish procedures to discover non-compliance issues on the internal and external assessments, evaluations, inspections and audits, and make improvement plans to properly remedy and correct them based on the nature and seriousness of the issues.

2. BOE or BOE's customers, as well as the third parties designated by BOE or BOE's customers have the right to audit the CSR management system and on-site CSR management of the suppliers and their upper tier suppliers, the suppliers shall cooperate and support. In case that the CSR management of the suppliers is unqualified, the suppliers shall rectify in compliance with the requirements of BOE.

3. The related audits that BOE conducts to suppliers and their upper tier suppliers will not affect and exempt the responsibility and obligations of BOE's suppliers.

Article 14 Documentation and Records

Suppliers shall establish documentation and records to ensure compliance with the regulations and BOE's requirements, and properly protect them.

Article 15 Problem Solving and Corrective Action

Suppliers shall investigate, handle and respond when their workers, BOE, or the customers of BOE raise doubts about the suppliers' compliance with this *Code of Conduct*.

Chapter 3. Labor Requirements

Article 16 Human Rights

Suppliers shall respect international human rights norms, and shall not participate in or support any human rights violations. Suppliers shall treat all personnel with respect and dignity, and shall not engage in or support corporal punishment, mental or physical coercion, verbal abuse, or treat workers in a rough and inhuman manner.

Article 17 Child Labor/Young Workers/Female Workers

1. Suppliers shall not use or support the use of child labor, and shall take effective measures to prevent child labor from recruitment by mistake.

2. Suppliers shall establish and maintain child labor remediation procedures and effectively communicate them to all workers.

3. Suppliers shall provide labor protection to the young workers employed as required in accordance with laws and regulations, including but not limited to, no work in toxic or harmful positions, no night works, etc.

4. Women have the equal employment opportunities with men, except for the type of work or posts unsuitable for women according to the local regulations. Suppliers shall prohibit female workers from engaging in banned labor required by local regulations, and prohibit female workers from engaging in high, low temperature, cold water and other banned labor required by local regulations during menstruation or pregnancy. Suppliers shall prohibit female workers from engaging in banned labor required by local regulations, working overtime or night shifts during the period of breast-feeding infants under one year old, and provide reasonable accommodations for nursing female

workers.

Article 18 Forced or Compulsory labor

1. Suppliers shall prohibit any form of forced labor, and shall not use or support any forced labor, debt bondage, prison labor, slavery or human trafficking, or other involuntary or exploitative labor. Suppliers shall ensure that the relationship between workers and the company is based on free choice and free from coercion, and shall not use violence, threats, or illegal restriction of personal freedom to force workers to work or restrict workers' freedom (of work or resignation). Corporal punishment, intimidation, harassment, abuse, and any discrimination against workers are strictly prohibited.

2. Suppliers shall sign labor contracts with their workers in their native language, or in a language the workers can understand. The establishment and alteration of labor contracts shall abide by the principles of equality, voluntariness and consensus, and shall not violate any laws and regulations.

3. Suppliers shall terminate workers' labor contracts in accordance with applicable laws and regulations, and provide written notice in advance and compensate the parties in accordance with applicable laws and regulations. Suppliers shall maintain documentation on all leaving workers.

4. Suppliers shall not detain workers' wages, benefits, property or certificates in order to force workers to work continuously.

5. It is prohibited to set unreasonable restrictions on access to the workplace, or set unreasonable restrictions on the freedom of action of workers in the workplace.

Article 19 Working Hours and Rest

1. Suppliers shall comply with the stipulations regarding to working time and rest in accordance with the local laws and regulations.

2. Suppliers shall keep accurate working time records, regardless of using time, piece or integrated working time system that approved by the local laws and regulations.

3. Suppliers shall establish an effective overtime control system to ensure the voluntary of working overtime and the physical and psychological health of the workers.

Article 20 Basic Wage and Social Insurances

1. The wages paid by the supplier should at least meet the minimum wage standards stipulated by applicable laws and regulations and provide benefits and overtime pay in accordance with the applicable laws and regulations. The supplier should fulfill the obligation of fair compensation, ensuring that employees in the same position, with the same work content and performance level, regardless of gender, nationality, race or religious belief, receive the same basic salary and performance bonuses. The supplier should stipulate in the labor contract signed with the employees the working conditions, salary treatment, and the salary payment cycle. Deductions from wages as a disciplinary measure shall not be permitted.

2. The time of payment shall be conducted in accordance with the laws and regulations of the local government, and shall not be defaulted or delayed.

3. Suppliers shall provide social insurances for their workers in accordance with the laws and regulations, including employment injury insurance and pay the corresponding insurance premiums as required.

4. Suppliers shall employ dispatched and outsourced workers in accordance with restrictions of the local laws.

Article 21 Non-Discrimination and Fair Treatment

1. Suppliers shall not engage in or support any discrimination systems or behaviors based on race, nationality, religion, disability, gender, marital status, political affiliation or age relating to the matters of employment, wages, training, promotions, dismissal or retirement, etc.

2. Suppliers shall not be allowed to conduct any threat, abuse, exploitation, sexual harassment, including posture, verbal and physical contact in the workplace, or the domiciles provided or managed by them or other premises.

3. Suppliers shall respect the workers of different races and religions, and provide necessary conveniences and conditions in custom for the workers.

4. Suppliers shall not require any workers to perform medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way in any case.

Article 22 Freedom of Association and Communication

1. Suppliers shall have organizations, such as labor unions, workers' congress, clubs and other channels of communication, that can represent and maintain the legitimate rights and interests of the workers and conduct activities independently in accordance with laws and regulations.

2. Suppliers shall ensure that the workers participating in the labor organizations and the labor representatives are not discriminated, harassed, coerced or retaliated because of their union membership or their participating in union activities, and that labor representatives can maintain contact with the workers they represent at the workplace.

3. Suppliers shall ensure that the workers have the right to participate in democratic managements and equal consultations in accordance with the laws and regulations, through workers meetings, workers representatives or other forms.

Article 23 Establishing the System of Protecting Workers' Rights and Interests

1. Suppliers shall establish systems to protect the rights and interests of their workers in accordance with the laws and regulations, including working hours, rest and vacation, wage payment, labor discipline, dismissal and so on, and shall publicize the foregoing systems with appropriate means to assure they are available to the workers.

2. Suppliers shall establish labor safety and health system and shall strictly implement the local labor safety and health regulations and standards. Suppliers shall conduct labor safety and health education to prevent accidents in working and reduce occupational hazards.

Chapter 4. Safety and Occupational Health

Article 24 Safety Permits

Suppliers shall obtain, keep current, and comply with all required health and safety permits.

Article 25 Safety Management

1. Suppliers shall use the Hierarchy of Controls to identify, assess and mitigate potential health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, and fall hazards, etc.) that workers are exposed to. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate,

well-maintained, personal protective equipment, and educational materials about risks that may be caused by the above hazards to them.

2. Suppliers shall establish and implement a mechanism or system to detect, prevent and respond to potential hazards to the health and safety of workers.

3. Suppliers shall provide safe and healthy working environments and pay attention to the industry safety knowledge and specific safety hazards. Suppliers shall reduce potential safety hazards in the working processes and working environments through practical measures, and take adequate measures to prevent accidents or personal injuries.

Article 26 Emergency Management

1. Suppliers shall identify and assess the possible emergency situations and events, and minimize the impact by implementing contingency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, emergency training and drills..

2. Emergency drills must be executed at least annually or as required by local law, whichever is more stringent.

3. Emergency plans shall also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency respondents, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

Article 27 Occupational Injury and Disease

1. Suppliers shall establish procedures and systems 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.

2. Suppliers shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

Article 28 Occupational Health

1. Suppliers shall identify, assess and control the impact of chemical, biological and

physical agents according to the Hierarchy of Controls. When hazards cannot be adequately controlled, workers shall be provided with and use appropriate, well-maintained, personal protective equipment free of charge. Suppliers shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. Suppliers 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.

2. Suppliers shall establish a system to anticipate, recognize, evaluate and control the occupational hazardous factors existing in the workplace. Suppliers shall implement the occupational health surveillance for the workers engaged in occupational-disease-inductive works.

3. Employees engaged in special operations shall be specially trained and required to obtain special operation qualifications.

Article 29 Physically Demanding Work

Suppliers shall identify, assess and control the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

Article 30 Machine Safeguarding

Suppliers shall conduct safety hazard assessment for production equipment and other machinery. Physical protective devices, interlocking devices and barriers shall be provided and maintained properly for the above machinery which may cause injury to workers.

Article 31 Health and Safety Communication

1. Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Health information and training shall

include content on specific risks to relevant demographics, such as gender and age, if applicable.

2. Suppliers shall provide health and safety training to workers in accordance with the local regulations, so that they can fully acknowledge the risk factors relating to the working processes and working environments and the ways to minimize the risks. Training is provided to all workers prior to the beginning of work and regularly thereafter.

3. Suppliers shall encourage workers to raise any health and safety concerns without fear of retaliation.

Chapter 5. Environment

Article 32 **Suppliers shall identify the environmental impacts, minimize the adverse impacts on communities, environment and natural resources in an environmentally responsible manner, and ensure the public health and safety.**

Article 33 Environmental Permits

Suppliers shall obtain, maintain and keep current all necessary environmental permits (e.g. discharge monitoring), approval instruments and certificates of registration，and comply with their operational and reporting requirements.

Article 34 Pollution Prevention and Resource Conservation

Suppliers shall minimize or eliminate the emissions and discharges of pollutants and generation of waste 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.

Article 35 Hazardous Substances

Suppliers shall identify, label and manage chemicals, waste and other materials posing a hazard to humans or the environment, to ensure their safe handling, movement,

storage, use, recycling or reuse, and disposal. Hazardous waste data shall be tracked and documented.

Article 36 Solid Waste

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

Article 37 Air Emissions

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

Article 38 Materials Restrictions

Suppliers shall adhere to all applicable laws, regulations and customer requirements regarding the prohibition or restriction of specific substances, and take effective measures to prohibit or restrict the use of specific substances in products and manufacturing process.

Article 39 Water Management

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

Article 40 Energy Consumption and Greenhouse Gas Emissions

Suppliers are encouraged to establish and report against an absolute corporate-wide greenhouse gas reduction goal. Energy consumption and all Scopes 1, 2, and significant categories of Scope 3 greenhouse gas emissions shall be tracked, documented, and

publicly reported. Suppliers shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

Article 41 Noise

Suppliers shall ensure that workplace and boundary noise complies with standards and is effectively controlled.

Article 42 Soil

Suppliers shall understand the potential contamination risks to soil caused by current or previous activities, and investigate, assess, test and remediate them.

Chapter 6. Business Ethics

Article 43 Business Integrity

Suppliers shall uphold the highest standards of integrity in all commercial activities. Any forms of bribery, corruption, extortion, embezzlement, money laundering and other behaviors shall be forbidden. All business transactions shall be transparently performed and accurately reflected on suppliers' business accounts and records.

Article 44 No Improper Advantage

Suppliers shall not promise, offer, authorize, give or accept any bribes, commercial rebates and other forms of improper advantage, including cash gifts, securities, payment vouchers and improper gifts. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Suppliers shall implement monitoring, record keeping and enforcement procedures to ensure compliance with anti-corruption laws.

Article 45 Fair Business

Suppliers shall follow the principles of fair business, advertisement and competition, and protect the information security of BOE and other customers by appropriate means.

Article 46 Intellectual Property

Suppliers shall comply with the intellectual property laws and regulations of the country/region where they operate and international intellectual property regulations.

Products and services must have legal intellectual property rights or authorizations, and must not infringe upon the rights and interests of BOE and other third parties.

Article 47 Disclosure of Information

Suppliers shall disclose information on labor, health and safety, environmental practices, business activities, organizational structure, financial status and performance in accordance with applicable laws and regulations and major industry practices. Suppliers shall not falsify records or misrepresent conditions or practices in the supply chain.

Article 48 Protection of Identity and Non-Retaliation

Suppliers shall establish corresponding management system to protect the whistleblowers, maintain the confidentiality of their identities, and ensure they are free from retaliation.

Article 49 Conflict Minerals

Suppliers shall comply with the requirements of *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas*. All suppliers and their upper tier suppliers and subcontractors can only purchase minerals from smelters and refineries which The Bullion Market Association (LBMA) or The Responsible Jewellery Council (RJC) approved or certified, and shall not purchase or support the use of any conflict minerals that directly or indirectly finance or support the areas affected by armed conflict. The minerals include gold (Au), tantalum (Ta), Tungsten (W), cobalt (Co), tin (Sn) and other metals. Suppliers shall ensure that all minerals procurements use responsible approach, and respect the human rights and environment in conflict areas.

Article 50 Privacy

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

Article 51 Trade Compliance

Suppliers shall commit to complying with the trade laws and regulations of the country/region where they operate and any other applicable trade laws and regulations, including but not limited to trade compliance requirements such as export and import controls and customs supervision. Suppliers shall establish the necessary trade compliance management system in accordance with the aforementioned laws and regulations, and have the obligation to cooperate with BOE in relevant trade compliance management activities.

Chapter 7. Grievance Mechanism and Information Disclosure

Article 52 Grievance Mechanism

The Supplier shall ensure that its employees and stakeholders are clearly informed of and have convenient access to BOE's grievance channels. Grievance email: purchase_audit@boe.com.cn. Suppliers in all countries/regions can file grievances via this email address, and BOE will respond in the local language. Any individual or organization affected within the supply chain can file a grievance via the aforementioned email address regarding any violation of this *Code of Conduct* or potential acts constituting human rights infringements, forced labor, threats to safety and occupational health, environmental damage, or breaches of business ethics. BOE maintains full confidentiality of the grievant's information throughout the process, supports anonymous reporting, and strictly prohibits any form of retaliation. Upon receipt of a grievance, BOE commits to confirming receipt within 24 hours, specifying the timeline for initiating the investigation and the feedback cycle for the handling outcome, assigning dedicated personnel to verify and handle the matter, and requiring suppliers to rectify issues within a specified timeframe where necessary.

Article 53 Information Disclosure

As part of information disclosure, BOE may disclose information on non-conformities in the supplier's supply chain in the form of summary comments, provided that no agreement is breached. Without disclosing the supplier's name, BOE may disclose the supplier's progress (or extent) of compliance with this *Code of Conduct* in its annual sustainability report, and the supplier consents to such disclosure.