

# **Samsung Electronics Supplier Code of Conduct**

Version 8.1

# Introduction

Samsung Electronics is a multinational group of companies headquartered in South Korea (together “Samsung”). Samsung, and its global customer base in consumer and business markets, have high standards about the conduct and work practices of Samsung and its suppliers.

Therefore, Samsung Electronics Supplier Code of Conduct (the "Code") establishes standards for suppliers (referred to individually as the “Supplier” and collectively “Suppliers” in this document) to ensure compliance with the standards that Samsung requires and which are essential for mutual growth.

In particular, Suppliers shall ensure safe working conditions, treat its employees with respect and dignity, ensure all business operations are operated in an environmentally friendly and responsible manner, and conduct all of its activities ethically and in full compliance with all applicable laws, rules and regulations of the country in which the Supplier operates its business.

The Code is a mandatory requirement on the Supplier by Samsung.

The Code shall be adopted by all Suppliers that manufactures products and/or perform services for Samsung.

All Suppliers shall adhere to the Code and ensure all of their direct or indirect sub-suppliers related to assembly, components, raw materials and packaging comply with the Code.

Samsung or third party auditors appointed by Samsung (“Auditors”) may visit the Supplier to evaluate whether the Supplier is complying with the Code.

The Code is committed to the RBA Code of Conduct and the global standards such as Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights (UNGPs), Organization for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises.

UN Convention on the Rights of the Child (UNCRC), International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work & the ILO Core Conventions.

The Code may be revised by Samsung from time to time according to changes to Samsung's supplier management policy and the developing standards of Samsung. For detailed guidance on how to comply with this Code, please see the Samsung Supplier Code of Conduct Guide (the "Guide").

If there are any conflicts between the Code and any other local regulations, the higher standard shall prevail.

# 1. Labor and Human Rights

Suppliers must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.

Workers must be legally entitled to work in the country in which they work, and must be granted the protections and rights granted to legal workers in that country.

## 1.1 Freely Chosen Employment

Samsung supports the right to work voluntarily and is committed to banning forced labor pursuant to the ILO Convention.<sup>1</sup>

All work must be voluntary. Forced, bonded(including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for the purpose of exploitation.

Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment.

Employers(Suppliers or Labor dispatch agencies) or Recruitment agencies shall not require workers to pay deposits or recruitment fees as part of their employment.

There shall be no unreasonable restrictions on workers' freedom of movement in the facility and no unreasonable restrictions on entering or exiting company-provided facilities including workers' dormitories or living quarters.

Foreign migrant workers must receive the employment agreement before

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<sup>1</sup> The ILO Convention declares the principle of prohibition of forced labor in the ILO Convention No. 29 (Forced Labour) and No. 105 (Abolition of Forced Labour)

departing their country of origin. No substitution or change(s) allowed in the employment agreement unless upon arrival in the receiving country. Except when necessary to comply with local law and ensure equal or better terms.

As part of the hiring process, all workers must be provided with a written employment agreement in their native language or in a language the worker can understand that contains a description of terms and conditions of employment. All work shall be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given within the period specified in the company's regulation of employment or the laws of the country. Suppliers shall maintain documentation on all leaving workers in compliance with local laws regarding the period and scope of document retention.

Suppliers and recruitment agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents of the workers, such as government-issued identification, passports, or work permits. Suppliers can only hold documentation if necessary to comply with the local law. In this case, at no time shall workers be denied access to their documents.

Workers shall not be required to pay employers' agents or recruitment 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.

## 1.2 Young Workers

Samsung is committed to respecting and supporting worker's rights as articulated in the ILO Convention.<sup>2</sup>

Child labor must not be used in any stage of manufacturing. 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. If any child labor is detected, the Supplier shall immediately take required action steps. Suppliers shall immediately stop such child labor and improve the reviewing process regarding the age of the worker during recruitment.

The use of legitimate student intern programs, which comply with all laws and regulations, is supported. Young workers over the legal minimum age for employment may be hired, however, young workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers, including night shifts and overtime, or work longer hours than is permitted by local law.

Suppliers shall guarantee the rights of student workers through proper maintenance of student records (Learning objectives, assessment, educational materials), rigorous due diligence of educational institution of student workers such as their schools, and protection of students' rights in accordance with applicable laws and regulations.

Suppliers shall, make their best effort to verify the age of workers. Suppliers shall provide appropriate support and training to all student workers in compliance with local laws and regulations. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the local minimum wages.

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<sup>2</sup> The ILO Convention No. 138 (Minimum Age) and No. 182 (Worst Forms of Child Labor)

### **1.3 Working Hours**

Samsung requires Suppliers to commit to the ILO convention C001 and C030 on working hours and comply with standard weekly working hours which is not over 48 hours. Further, a workweek should not be more than 60 hours per week including overtime. Working hours are also required not to exceed the maximum set by local law.

All overtime work should be voluntary and Samsung also requires Suppliers to commit to the ILO convention C014 and C106 so that workers are allowed at least one day off every seven days.

### **1.4 Wages and Benefits**

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. The basis on which workers are being paid is to be provided in a timely manner via pay stub, similar documentation or supplier intranet.

The workforce headcount consisting of temporary, dispatch and outsourced labor shall be within the limits of the local law.

### **1.5 Humane Treatment and Non-Discrimination**

There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

Samsung is committed to preventing workplace discrimination

as articulated in the ILO Convention.<sup>3</sup>

Suppliers should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on race, color, age, gender, sexual orientation, ethnicity, national origin, disability, pregnancy, religion, covered veteran status, political affiliation, union membership, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

Workers shall be provided with reasonable accommodation for religious practices and disability. In addition, unless medical tests are required for legal or safety reasons, workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way.

## **1.6 Freedom of Association**

Samsung is committed to respect and protect worker's rights as articulated in the ILO convention.<sup>4</sup> Suppliers shall respect the right of all workers to form and join worker council or 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.

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. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect Worker's representative and join alternate lawful forms of worker representations.

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<sup>3</sup> The ILO Convention No. 100 (Equal Remuneration)  
No. 111 (Discrimination on Employment and Occupation)

<sup>4</sup> The ILO Convention No. 87 (Freedom of Association and Protection of the Right to Organise)  
No. 98 (Right to Organise and Collective Bargaining)

## 2. Health and Safety

Suppliers recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Suppliers shall ensure to maintain safe and healthy working conditions according to the local laws and regulations.

### 2.1 Occupational Safety

Samsung is committed to promote and improve health and safety in working environment as articulated in the ILO convention.<sup>5</sup>

Potential or actual worker exposure to safety hazards (e.g. chemical, electrical and other energy sources, fire, vehicles, and fall hazards) are to be identified, assessed, and controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lock out/tag out), and ongoing safety training. 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 to them associated with these hazards. Reasonable steps must also be taken to remove pregnant women/nursing mothers from working condition with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers including those associated with their work assignments, and include reasonable accommodations for nursing mothers.

### 2.2 Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, clear and unobstructed egress adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

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<sup>5</sup> The ILO Convention No. 155 (Occupational Safety and Health) and No. 187 (Promotional Framework for Occupational Safety and Health)

## **2.3 Occupational Injury and Illness**

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness 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 return of injured or ill workers to work. If workers suffer from industrial accidents or illnesses, Suppliers guarantee the leave of absence as prescribed by employment rules or local laws to support the workers' recovery.

## **2.4 Industrial Hygiene**

The exposure of workers to biological agents (e.g. chemicals used in manufacturing sites, pathogenic viruses etc.) and physical agents (e.g. high temperatures, radiation) are to be identified, evaluated and controlled according to the hierarchy of controls. Potential hazards are to be eliminated or controlled through proper design, engineering (e.g. the improvement of production facilities) or administrative (e.g. laws and regulations) controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, workers are to be provided with appropriate, well-maintained, personal protective equipment, 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 programs shall include educational materials about the risks associated with these hazards.

## **2.5 Physically Demanding Work**

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

## **2.6 Machine Safeguarding**

Production and other machinery shall be evaluated for safety hazards.

Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

## **2.7 Sanitation, Food and Housing**

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities.

Worker dormitories provided by the Suppliers or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting, heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

## **2.8 Health and Safety Communication**

Suppliers shall provide workers with appropriate workplace health and safety information and training 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 relevant to certain 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 safety concerns without fear of retaliation.

## **3. Environment**

Suppliers shall control all of the environmental pollutants derived from its business activities, and use its best efforts to reduce its environmental impact when providing products and services to Samsung. Suppliers shall adhere to laws and regulations related to chemical and waste management, recycling, wastewater and air emissions. If Samsung requests environmental requirements related to a process such as product design and production in any agreements or contracts, Suppliers shall adhere to such requirements.

### **3.1 Environmental Permits and Reporting**

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

### **3.2 Pollution Prevention and Resource Reduction**

Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source 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, is to be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling or other means.

### **3.3 Hazardous Substances**

Chemicals and other materials posing a hazard to humans or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Supplier shall comply with local laws and regulations prohibiting or controlling the use of particular chemicals and other materials. Hazardous waste data shall be tracked and documented.

### **3.4 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.

### **3.5 Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge according to local laws and regulations.

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

### **3.6 Product Content Restrictions**

Suppliers are to adhere to all applicable laws, regulations and Samsung requirements regarding prohibition or restriction of specific substances, including labeling for recycling and disposal.

In addition, Suppliers shall adhere to Samsung's product content restrictions management policy 「0QA-2049」

### **3.7 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 is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Participant shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

### **3.8 Energy Consumption and Greenhouse Gas Emissions**

Suppliers shall establish a system to measure, calculate, and manage energy consumption and greenhouse gas emissions. In order to establish a greenhouse gas inventory, Suppliers must identify greenhouse gas emission sources, manage fuel usage per emission source, and establish and update inventory every year. In addition, to the extent possible, Suppliers shall submit information on energy consumption and greenhouse gas emissions at each workplace to Samsung in accordance with the standards provided in the form “Survey of Supplier’s Carbon Emissions”, and shall establish goals for greenhouse gas reduction and continuously implement reduction tasks to achieve them.

## **4. Ethics**

Suppliers are to adhere to all applicable laws and regulations in its business activities. To meet social responsibilities and to achieve success in the marketplace, Suppliers and their agents are to uphold the highest standards of ethics.

### **4.1 Business Integrity**

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

### **4.2 No Improper Advantage**

Bribes or other means of obtaining undue or improper advantage are not to 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, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

### **4.3 Disclosure of Information**

All business dealings should be transparently performed and accurately reflected on Suppliers' business books and records. Information regarding Suppliers' labor, health and safety, environmental practices, business activities, structure, financial situation and performance is to 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.

#### **4.4 Intellectual Property**

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and Samsung's proprietary information is to be safeguarded.

#### **4.5 Fair Business, Advertising and Competition**

Standards of fair business, advertising and competition are to be upheld.

#### **4.6 Protection of Identity and Non-Retaliation**

Programs that ensure the confidentiality and protection of the identity of the whistleblower are to be maintained unless prohibited by law. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

#### **4.7 Responsible Sourcing of Materials**

In supply chain of Samsung, Suppliers, shall not use minerals (such as tantalum, tungsten, tin, gold, etc.) from specific origin, where severe human rights violations and environmental destruction are expected in the international community. Suppliers shall adopt policies and exercise due diligence regarding the source and chain of custody of the tantalum, tungsten, tin, gold and cobalt.

In addition, the exported materials in Samsung products to countries such as North Korea, Iran, Syria, Sudan, and Cuba, where weapons of mass destruction, conventional weapons, and missiles are likely to be manufactured, shall comply with the standards required by the international community, too. In this regard, Supplier shall develop and manage a policy to ensure compliance with Economic Co-operation and Development (OECD) Guidance or an equivalent and recognized due diligence framework. Furthermore, Suppliers shall exercise due diligence on the source and chain of custody of these materials and make their due diligence measures available to Samsung upon Samsung's request.

## **4.8 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 are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

## **5. Management System**

Suppliers shall establish a management system in order to comply with the Code, applicable laws, regulations and other requirements of Samsung or its clients, that integrates human rights and labor, health & safety, environment and ethics issues into the business decision making process.

Such system shall include clear objectives and goals, regular monitoring and continuous improvement actions.

### **5.1 Company Commitment**

A corporate social and environmental responsibility policy statement affirming the Supplier's commitment to compliance and continual improvement, endorsed by executive management, shall be made public and communicated to workers in a language they understand via accessible channels.

### **5.2 Management Accountability and Responsibility**

Suppliers shall clearly identifies company representative[s] responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management system on a regular basis.

### **5.3 Legal and Customer Requirements**

Suppliers shall establish and continue to operate at all times a process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Code and shall comply with the same.

### **5.4 Risk Assessment and Risk Management**

The Supplier shall establish and continue to operate at all times a process to identify the legal compliance, environmental, health and safety and labor practice and ethics risks associated with their operations.

Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

## **5.5 Improvement Objectives**

Written performance objectives, targets and implementation plans to improve the Supplier's social, environmental, and health and safety performance, including a periodic assessment of supplier's performance in achieving those objectives.

## **5.6 Training**

Suppliers shall establish and continue to operate at all times programs for training managers and workers to implement their policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

## **5.7 Communication**

The Supplier shall establish and continue to operate at all times a process for communicating clear and accurate information about their policies, practices, expectations and performance to workers, Suppliers and customers.

## **5.8 Worker Feedback, Participation and Grievance**

To obtain feedback on the conditions covered by the Code and promote continuous improvement, the Supplier shall establish processes for ongoing two-way communication with workers, their representatives, and other stakeholders where relevant or necessary. Workers shall be given a safe environment to provide grievances and feedback without fear of reprisal or retaliation.

## **5.9 Audits and Assessments**

The Supplier shall establish and continue to operate at all times 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.

### **5.10 Corrective Action Process**

The Supplier shall establish and continue to operate at all times a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

### **5.11 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. The Supplier's adoption of and compliance with this Code must be documented, and relevant information must be promptly shared with Samsung upon its request.

### **5.12 Supply Chain Participation and Responsibilities**

All Suppliers in business relationship with Samsung shall require, support and monitor sub-suppliers' compliance with this Code. To that end, all Suppliers, where it is necessary to achieve the purpose of the Code, shall conduct due diligence on major sub-suppliers and manage improvement activities by referring to the RBA standards or the standards provided by Samsung to the extent that it does not violate the laws of the relevant country. Any violations of this Code within the supply chain may result in termination of Supplier's business relationship with Samsung.

## Document History

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Ver.	Brief description of change
1.0	Initially released Oct. 2012
2.0	Released Jun. 2015 : Reflect EICC ver.5 and manage version No.
2.1	Released Sep. 2015 : Minor language changes
2.2	Released Jun. 2016 : Minor language changes in Introduction
2.3	Released May. 2017 : New addition of 'Supply Chain Participation and Responsibilities'
3.0	Released Jan. 2018 : Reflect RBA ver.6
3.1	Released Mar. 2021 : Minor changes in Freely Chosen Employment and Working Hours
3.2	Released Jun. 2021 : Minor changes in Introduction
4.0	Released May. 2022 : Changes to reflect ILO Core Conventions
5.0	Released Apr. 2023 : Changes to coverage scope for CSDDD, Specification and mandatory management of Greenhouse gas
5.1	Released Jun. 2023 : Changes to reflect ILO Core Conventions
6.0	Released Mar. 2024 : Strengthen suppliers' duty on '5.12 Supply Chain Participation and Responsibilities'
8.0	Released Nov. 2024 : Reflect RBA ver.8
8.1	Released Jun. 2026 : Changes to '1.6 Freedom of Association' and Selected clauses on Labor and Human Rights, Ethics, and Management System