

# Amphenol Supplier Code of Conduct

## 1. **PURPOSE**

Amphenol is committed to ethical conduct, integrity, and compliance throughout its operations worldwide. Amphenol values its relationships with its suppliers and seeks to partner with those who share the same commitments and who meet the requirements set forth in this Supplier Code of Conduct (“SCOC”).

Amphenol’s membership in the Responsible Business Alliance (RBA) reflects its commitment to ethical conduct. The RBA Code of Conduct “establishes standards to ensure that working conditions in the electronics industry, or industries in which electronics are a key component, and its supply chains are safe, that workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.”

Amphenol’s suppliers (“Suppliers”) are organizations or persons that provide products or services to Amphenol or conduct business for or act on Amphenol’s behalf. Amphenol’s supply chain partners are an integral part of the company’s success. The SCOC establishes minimum standards to which Amphenol expects each of its Suppliers to adhere. The SCOC is based on the RBA Code of Conduct, but also reflects additional Amphenol requirements. Amphenol expects its Suppliers (and their respective employees, subcontractors, and suppliers) to ensure the requirements of the SCOC are met within their supply chains.

This SCOC may contain provisions superseded by local laws, regulations, or legal obligations. Supplier agreements are governed by contractual terms and conditions, however in the event of conflict between this SCOC and the terms and conditions of any contract, the obligations set forth in the SCOC will govern unless explicitly stated otherwise in the contract. Amphenol wishes to establish and maintain relationships with Suppliers who demonstrate a firm commitment to this SCOC and reserves the right to terminate any contract or agreement where a Supplier is determined by Amphenol to have violated any portion of the SCOC.

## 2. **SCOPE**

Suppliers shall ensure conformance to the SCOC in all their business dealings. Suppliers utilizing a sub-tier supplier, subcontractor or temporary labor agency shall ensure their conformity to the SCOC.

### **3. DEFINITIONS**

#### **3.1. Bonded Labor**

Practice in which workers are forced to provide labor to an employer, for a set period with little or no pay, often as a way of paying a debt. Also known as debt bondage.

#### **3.2. Child Labor**

Any person under the age for completing compulsory education, under the minimum age for employment in the country, or under the age of 15, whichever is greatest.

#### **3.3. Corporal Punishment**

Discipline through use of physical punishment intended to cause harm or pain.

#### **3.4. Disciplinary Wage Reduction**

Wage deductions, fines, or account withdrawals used as a disciplinary measure. A deduction from wages equal to time not worked is not considered a disciplinary wage deduction.

#### **3.5. Emergency or Unusual Situations**

Unpredictable events or situations, which cannot be planned for or foreseen, that result in overtime exceeding legal or RBA specified limits.

#### **3.6. Forced Labor**

Work or service that a person has not offered to perform voluntarily but is made to perform under the threat of retaliation, punishment, or debt repayment.

#### **3.7. Indentured Labor**

A worker under contract to work for a specified time-period for another person, often without wages, but instead, in exchange for accommodation, food, other essentials and/or free passage to a new country.

#### **3.8. Prison Labor (Exploitative)**

Forcing prisoners to work for profit-making enterprises, either directly or through the contracting of prison labor.

#### **3.9. Trafficking of Persons**

The action or practice of illegally transporting people from one geographical area to another, typically for the purposes of forced labor or sexual exploitation.

#### **3.10. Whistleblower**

Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.

#### **4. LABOR**

Amphenol is committed to uphold the human rights of workers, and to treat them with dignity and respect.

##### **4.1. Freely Chosen Employment**

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 in their native language, or a language that they can easily 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 unless these changes are made to meet local law and provide equal or better terms. All work must be voluntary, and workers shall be free to leave work at any time, or terminate their employment, without penalty if reasonable notice is given, which shall be clearly stated in worker's contracts. Suppliers shall maintain documentation on workers after the separation of their employment in accordance with local law. Employers, agents and sub-agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are in compliance 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 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.

##### **4.2. Young Workers**

Suppliers shall not use child labor. 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 but not limited to night shifts and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, due diligence of educational partners, and protection of students' rights in accordance with applicable laws and regulations. Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Suppliers shall provide appropriate support and training to all student workers. 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.

#### **4.3. Working Hours**

Working hours shall not exceed the maximum set by local law. All overtime shall be voluntary. Further, workers shall be allowed minimum breaks and rest periods set by local law.

#### **4.4. 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. All workers shall receive equal pay for equal work and qualification. Workers shall be compensated for overtime at pay rates greater than regular hourly rates. Disciplinary wage reductions shall not be permitted. 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. All use of temporary, dispatch and outsourced labor shall be within the limits of the local law.

#### **4.5. Humane Treatment**

There shall be no harsh or inhumane treatment including any 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. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

#### **4.6. Non-Discrimination/Non-Harassment**

Suppliers shall commit to a workforce free of harassment and unlawful discrimination. Companies 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. 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.

#### **4.7. Freedom of Association and Collective Bargaining**

In conformance with local law, Suppliers 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 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 and join alternate lawful forms of worker representations.

## **5. HEALTH and SAFETY**

Amphenol 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. Amphenol also recognizes that ongoing worker participation and training is essential to the continuous improvement of occupational health and safety in the workplace. Suppliers shall comply with applicable health and safety regulations and continually improve health and safety performance.

### **5.1. Occupational Health and Safety**

Worker potential for exposure to health and safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) shall be identified, assessed, and mitigated. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and training about risks to them associated with these hazards. Gender-responsive measures, such as not having pregnant women and nursing mothers in working conditions which could be hazardous to them or their child and providing reasonable accommodations for nursing mothers, shall be taken as required.

### **5.2. Emergency Preparedness**

Potential emergency situations and events leading to business interruptions or causing harm to employees shall 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.

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 and 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 and to ensuring operational continuity.

### **5.3. Occupational Injury and Illness**

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

#### **5.4. Industrial Hygiene**

Suppliers shall identify, evaluate, and control exposure to chemical, biological and physical agents. When hazards cannot be adequately controlled, workers shall be provided with and trained on the use of appropriate, well-maintained, personal protective equipment free of charge. Suppliers shall provide occupational health monitoring, including having well documented monitoring and recordkeeping for hazardous substance inventories and exposure testing, to routinely evaluate if workers' health is being harmed from occupational exposures. Occupational health programs shall be ongoing and include training about the risks associated with exposure to these workplace hazards.

#### **5.5. 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 shall be identified, evaluated, and monitored.

#### **5.6. 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.

#### **5.7. Sanitation, Food and Housing**

Suppliers shall provide workers 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 ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

#### **5.8. Health and Safety Communication**

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, sensory 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 safety concerns without retaliation.

## **6. ENVIRONMENTAL**

Amphenol recognizes that environmental responsibility is integral to producing world class products. Suppliers shall identify the actual and potential environmental impacts and minimize adverse impacts on the community, environment, and natural resources within and as a result of their manufacturing operations, while safeguarding the health and safety of the public. Suppliers shall comply with applicable environmental regulations and continually improve environmental performance.

### **6.1. Environmental Permits and Reporting**

All required environmental permits, approvals, certifications and registrations shall be obtained, maintained and kept current and their operational and reporting requirements shall be followed.

### **6.2. Pollution Prevention and Resource Conservation**

The use of resources and generation of waste of all types, including air, water, and energy, shall be minimized or eliminated at the source or by practices such as adding pollution control equipment, modifying production, maintenance and facility processes, materials substitution, conservation, reuse, recycling, or 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 in accordance with applicable regulations.

### **6.3. 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, reuse or disposal in accordance with applicable regulations. Hazardous waste data shall be tracked and documented.

### **6.4. Solid Waste**

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous and non-hazardous waste in accordance with applicable regulations. Waste data shall be tracked and documented.

### **6.5. Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances and combustion by-products generated from operations shall be characterized, routinely monitored, controlled, and treated in accordance with permit conditions as required prior to discharge. Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

### **6.6. Product Compliance and Material Restrictions**

Suppliers 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.

### **6.7. Water Management**

Suppliers shall implement a systematic approach to responsibly manage water withdrawal and discharges in accordance with applicable regulations and permit conditions and promote water conservation. Suppliers shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure regulatory compliance.

### **6.8. Energy Management**

Suppliers shall establish a system to track energy consumption and report progress toward a corporate -wide greenhouse gas reduction goal. Energy consumption and Scopes 1 and 2 greenhouse gas emissions shall be tracked, documented, and publicly reported. Suppliers shall look for methods to improve energy efficiency in an effort to minimize their energy consumption and greenhouse gas emissions throughout their value chain.

## **7. ETHICS**

Amphenol expects its Suppliers to be committed to and uphold the highest standards of ethical conduct in all their business dealings.

### **7.1. Business Integrity**

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

### **7.2. No Improper Advantage**

Bribes or other means of obtaining undue or improper advantage with Amphenol 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, 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.

### **7.3. Disclosure of Information**

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

### **7.4. 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. Customer and supplier information shall be safeguarded.

### **7.5. Fair Business, Advertising & Competition**

Standards of fair business, advertising and competition shall be upheld.

#### **7.6. Protection of Identity and Non-Retaliation**

Programs that ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers shall be maintained, unless prohibited by law. Suppliers shall have a communicated process for their personnel to be able to raise concerns without fear of retaliation.

#### **7.7. Responsible Sourcing of Minerals**

Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, cobalt, and mica 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. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Amphenol upon request. Suppliers shall provide the most current version of their Conflict Minerals Reporting Template (CMRT) or Extended Minerals Reporting Template (EMRT) upon request.

#### **7.8. Export Controls**

Suppliers shall comply with all applicable export control laws and regulations. Suppliers will provide information related to matters including product classification, export/import licenses, and sanctions, as requested, to ensure compliance with applicable export control laws and regulations.

#### **7.9. Privacy**

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of all business contacts, 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.

### **8. MANAGEMENT SYSTEMS**

Suppliers 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 the Supplier's operations and products; (b) conformance with this SCOC; and (c) identification and mitigation of operational risks related to this SCOC. It should also facilitate continual improvement.

The management system shall contain the following elements:

#### **8.1. Company Commitment**

Suppliers 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 their native language or a language they understand via accessible channels.

#### **8.2. Management Accountability & Responsibility**

Suppliers shall clearly identify the senior executive and company representative[s] responsible

for ensuring implementation of the management systems and associated programs. Senior management shall review the status of the management system on a regular basis.

### **8.3. Legal and Customer Requirements**

Suppliers shall adopt or establish a process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this SCOC.

### **8.4. Risk Assessment and Risk Management**

Suppliers shall adopt or establish a process to identify the legal compliance, regarding environmental, health and safety (EHS), labor and ethics risks, including the risks of severe human rights and environmental impacts, associated with Supplier's operations. Suppliers shall determine the relative significance for each risk and methods of implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

### **8.5. Improvement Objectives**

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

### **8.6. Training**

Suppliers 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.

### **8.7. Communication**

Suppliers shall establish a process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to workers, suppliers, regulatory agents, auditors, and customers.

### **8.8. Worker/Stakeholder Engagement and Access To Remedy**

Suppliers shall establish processes for ongoing, two-way communication with workers, their representatives, and other stakeholders where relevant or necessary to obtain feedback on operational practices and conditions covered by this SCOC and to foster continuous improvement. Workers shall be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

### **8.9. Audits and Assessments**

Suppliers shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the SCOC and customer contractual requirements related to social and environmental responsibility.

### **8.10. Corrective Action Process**

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

**8.11. Documentation & Records**

Suppliers shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

**8.12. Supplier Responsibility**

Suppliers shall establish a process to communicate SCOC requirements to suppliers and to monitor supplier compliance to the SCOC.

**9. VERIFICATION OF ADHERENCE**

Suppliers and their employees, agents, sub-agents, and subcontractors are expected to adhere to this SCOC while conducting business with or on behalf of Amphenol. Suppliers shall, within three (3) business days, inform their Amphenol contact (or a member of Amphenol management) of any situation that causes the Supplier to be in violation of this SCOC. The Supplier shall develop a mitigation plan to prevent, minimize or end the violation in a mutually agreeable time period. While Amphenol’s Suppliers are expected to self-monitor and demonstrate their compliance with this SCOC, Amphenol may audit Suppliers or inspect Suppliers’ facilities to confirm compliance. Answering any requests for information from Amphenol, attending training on this SCOC as offered, or any additional obligations in any agreement with Amphenol beyond this SCOC is expected.

**10. REPORTING MECHANISM**

To report questionable behavior or a possible violation of the Supplier Code of Conduct, individuals are encouraged to work with their primary Amphenol contact to resolve their concern. If that is not possible or appropriate, please report the concern(s) to [Amphenol Integrity Line](#).

Amphenol will maintain confidentiality to the extent possible and will not tolerate retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this SCOC.



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R. Adam Norwitt  
Director and Chief Executive Officer