



## **WIXON SUPPLIER CODE OF CONDUCT**

Wixon endeavors to work with business partners who are committed to their employee's well-being and development and who work to improve the educational, environmental, cultural, economic and social well-being of their communities.

Wixon has a zero-tolerance policy towards and forbids any type of forced labor, child labor, bonded labor, indentured labor, involuntary convict labor, human trafficking or slavery at all steps of its global supply chains, in its own operations, and in the operations of all its direct and indirect suppliers, agents and other business partners. Wixon forbids its direct and indirect suppliers, agents and other business partners from participating in any government labor schemes, such as pairing assistance, poverty alleviation, or other labor transfer programs. Workers will not be subject to any form of forced, compulsory, bonded, or indentured labor. All work must be voluntary, and workers will have the freedom to terminate their employment at any time without penalty, upon giving reasonable notice.

Wixon requires all its direct and indirect suppliers, agents and other business partners to comply with all applicable laws, codes and regulations, including health codes, forced labor, employment, and discrimination laws, environmental regulations, safety codes and building ordinances. Suppliers shall inform their workers of these laws, codes and regulations.

Wixon requires all its suppliers to communicate and uphold this Code of Conduct with their employees, suppliers, contractors and subcontractors and, when appropriate, to post them in the local language in a prominent place accessible to all workers. Suppliers shall communicate this Code of Conduct verbally to any illiterate workers. Suppliers shall also publicize and enforce a nonretaliation policy that permits workers to discuss this Code of Conduct with their management, suppliers and Wixon or a designated third party, without fear of retaliation by management.

### **Transparency**

Wixon requires all its suppliers to provide transparency into their operations, policies, processes and relevant records to Wixon or a designated third party. Suppliers are required to disclose conditions that may be in conflict with this Code of Conduct or any applicable regulations or laws in facilities that produce, store, transport or handle Wixon products or provide services to Wixon or its suppliers. Suppliers must also allow unannounced inspections of their records and facilities, including confidential employee interviews, by Wixon or a designated third party to verify compliance with this Code of Conduct.





Suppliers must provide the corporate name, physical location and complete ownership information up to and including the ultimate owners of all entities and facilities that will produce, store, transport or handle goods for Wixon or provide services to Wixon or its suppliers. Any proposed change in suppliers' supply chains must be approved by Wixon before production begins.

### **Child Labor**

Wixon does not condone the hiring of child labor by its suppliers or anywhere in its supply chains under any circumstances. At a minimum, Wixon and its suppliers may not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138-1973) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C.182-1999). The use of child labor by Wixon and its suppliers is strictly prohibited. Wixon and its suppliers must observe all applicable laws, codes and regulations of the governing country, states and localities, that limit employment of minors, including but not limited to hours of work, wages, education, and working conditions. Where local laws and regulations related to child labor are less stringent than this Code, then Wixon and its suppliers will meet the criteria outlined in this Code. With regard to age, Wixon and any sub-contractors only employs young workers that are at or above 15 years old, or the legal minimum age for employment in that country, whichever is greater. For countries that do not specify a minimum age for work, the minimum age of work shall be 15 years. Young workers between the ages of 15 and 16 may be permitted to work only during those periods of time when they are not legally required to be attending school. Workers shall not be exposed to unsafe, unhealthy, or hazardous working conditions under any circumstances.

### **Recruitment Fees and Transportation Expenses**

Workers will not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel to the receiving country and processing official job-related documents and work visas in both home and host countries. Workers will be provided with return transportation to their country of origin, or compensation for the cost of return transportation, upon completion of their employment contract.

### **Contracts of Employment**

Written contracts of employment will be provided to workers in their native language or a language the workers understand, clearly indicating their rights, responsibilities and conditions of employment, including wages and rates of pay, benefits, working hours, locations of the work, transportation to and from the work site (if applicable), living conditions (if applicable), housing and associated costs (if applicable), work-related hazards, and other working and employment conditions.





Migrant workers will be provided with a copy of their employment contract in their native language or a language they understand at least five days prior to deployment. Workers with difficulty understanding the written contract will be given a verbal explanation of the contract's terms and conditions. The practice of contract substitution or use of supplemental agreements by the employer to replace an original contract or any of its provisions with a new contract or terms that are less favorable to the worker is prohibited.

The required notice period for workers to terminate their contracts early will not exceed one month or what applicable law requires, whichever is less. After beginning work, workers will not be penalized for early termination of their employment contract upon giving the required notice. The notice period will be waived in situations where the worker has suffered harassment or abuse or is a victim of trafficking in persons. In such cases, the employer will also be responsible for paying the cost of return transportation for the affected worker.

### **Retention of Personal Documents**

Confiscating, destroying, withholding, or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation (e.g. passports), is prohibited.

### **Bonds, Deposits and Forced Savings**

Workers will not be required to lodge monetary deposits or security payments, post bonds or have a portion of their pay withheld at any time as a condition of obtaining or retaining employment. Workers will not be required to participate in savings programs. If a worker voluntarily participates in a savings program, the worker will retain full control of his or her account at all times.

### **Harassment, Abuse, and Discipline**

The workplace will be free of any form of harassment or inhumane treatment. Disciplinary policies and procedures will be clearly defined and communicated to all workers, and will not include any inhumane disciplinary measures, including corporal punishment, mental or physical coercion, or verbal abuse of workers. The use or threat of physical or sexual violence, harassment, and intimidation against a worker, his or her family, or friends and associates, is prohibited. Disciplinary procedures must not include sanctions that result in wage deductions, reductions in benefits, or compulsory labor.

### **Workplace Equality**

All workers, irrespective of their nationality or legal status, will be treated fairly and equally. Migrant workers will be provided conditions of work no less favorable than those available to





country nationals (including but not limited to wages, benefits, and accommodation). Migrant workers (or their family members) will not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment.

### **Wages and Benefits**

All workers will be paid at least the minimum wage required by applicable laws, and will be provided all legally mandated leave, social insurance and other benefits. Wage payments will be made at regular intervals and directly to workers, in accordance with applicable law, if any, and will not be delayed, deferred, or withheld. Wage deductions must not be used to keep workers tied to the employer or their jobs. Only deductions, advances, and loans authorized by national law are permitted and, if made or provided, will only be taken with the full consent and understanding of workers. Information will be provided to workers at the time of their hire about hours worked, rates of pay, and the calculation of legal deductions. If wages are determined based on production quotas or piece rates, the pay rate will allow workers to earn at least minimum wage within the normal working hours without having to work overtime or unpaid extra hours. Workers must retain full and complete control over their earnings. Deception in wage commitments, payment, advances, and loans is prohibited.

### **Working Hours**

Workers will not be required to work in excess of the number of hours permitted by national law. Where the law is silent, normal working hours will not exceed eight hours per day and 48 hours per week, and total working hours including overtime will not exceed 60 hours. All overtime must be purely voluntary, unless part of a legally recognized collective bargaining agreement. No worker will be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker will be made to work overtime as a disciplinary measure, or for failure to meet production quotas.

### **Freedom of Movement and Personal Freedom**

Workers will have unrestricted access to basic necessities such as clean drinking water and toilets during both work and non-work hours at the work site, or in employer-provided or arranged housing (if applicable). Workers' freedom of movement will not be unreasonably restricted. Workers will not be physically confined to the workplace or employer-provided or arranged housing; nor will any other coercive means be used to restrict workers' freedom of movement or personal freedom. Mandatory residence in employer-provided or arranged facilities will not be a condition of employment unless required by law. Workers may change employers without requiring permission from their employer or, if applicable, their recruiter, in accordance with local law.





### **Grievance Mechanisms**

An effective, confidential grievance mechanism will be established to ensure that any worker, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind. The grievance procedure will include an appeal process for workers who disagree with how a grievance is resolved. The grievance mechanism will be available from the point of recruitment and will be available in workers' native language or a language the workers understand. Grievance mechanisms will include the ability to report grievances anonymously.

### **Private Employment Agencies and Labor Recruiters**

Workers will be hired directly whenever possible. When the subcontracting of recruitment and hiring is necessary, due diligence will be performed for all private employment agencies and labor recruiters to ensure they comply with the local labor laws of the country in which recruiting takes place, use only trained employees, and that they do not use misleading or fraudulent practices during the recruitment of workers or offering of employment, such as failing to disclose basic information or making material misrepresentations regarding the key terms and conditions of employment.

### **Worker Training and Awareness**

Workers must be made aware of their rights and responsibilities both verbally and in writing at the time of hire, including the terms and conditions of their employment, the provisions of this Code of Conduct and all applicable laws and regulations of their home country, the country where the work is performed, the country contracting the work, and the United States. Workers must be trained upon arrival in the receiving country on the company's workplace rules and procedures, the grievance mechanism, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety. Workers should also be informed that the procurement of commercial sex is prohibited.

### **Freedom of Association**

In accordance with national law, workers will not face retaliation for exercising their right to freely associate or bargain collectively, and employers must have a policy of neutrality towards these efforts. Employers may not ask about union affiliation during the recruitment process.

### **Housing**

When housing is provided or arranged by the employer or recruiter, it must meet the minimum housing standards set by local competent authorities; this applies to all types of workers, including migrant workers. If no minimum housing standards are specified by the country of employment,





housing provided or arranged by an employer or recruiter must meet the standards specified in the International Labour Organizations Workers' Housing Recommendation, 1961 (No. 115). Costs for employer- or recruiter-provided or arranged housing must be comparable with local market rates and must not contribute to the debt burden of workers.

**If it is determined that a supplier is operating in violation of this Code of Conduct, the supplier will be disqualified from doing business with Wixon while it works with Wixon or a designated third party to develop and implement a corrective action plan, including a mutually agreed schedule for resolution of the issues. A supplier found to have been operating in violation of this Code of Conduct will only be requalified to do business with Wixon after all issues have been completely resolved to Wixon's satisfaction. Failure to meet a corrective action plan commitment will result in continued or permanent disqualification from doing business with Wixon.**

Wixon reserves the right to amend or modify this Code of Conduct at its discretion. Wixon may immediately terminate its relationship with any supplier found to be in violation of this Code.

### **CERTIFICATION**

I, in my capacity as an authorized representative of the below-named Wixon supplier/partner, acknowledge and certify that I have received and reviewed the Wixon Supplier Code of Conduct.

I, in my capacity as an authorized representative of the below-named Wixon supplier/partner, understand that the below-named Wixon supplier/partner and I have an obligation to follow all the requirements included in the Code of Conduct and I certify that I and the below-named Wixon supplier/partner will follow those requirements at all times.

\_\_\_\_\_  
Supplier/Partner

\_\_\_\_\_  
Supplier/Partner Representative Name

\_\_\_\_\_  
Supplier/Partner Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

