

## **ASMPT Limited (“ASMPT”) Supplier Code of Conduct**

### **Purpose of the Supplier Code**

ASMPT has a strong commitment to ethics and integrity, and all employees are expected to perform their jobs honestly, diligently and responsibly. Observing the laws and legal requirements in every country where we do business is a fundamental principle of ASMPT. This ASMPT Supplier Code of Conduct (“Supplier Code”) establishes the standards for conducting business with ASMPT.

### **Applicability of the Supplier Code**

“Supplier” means any individual, company, or other entity that provides, or seeks to provide, goods or services to ASMPT.

Supplier is responsible for communicating the contents of this Supplier Code to its officers, directors, employees, agents, subcontractors and suppliers who are involved in the procurement and production process related to products and services provided to ASMPT. We expect our business partners to share in our culture, values and business practices, and expect them to act in a manner consistent with our Supplier Code.

### **Expectations of Suppliers**

Supplier shall comply with all the laws and regulations of the places where it does business and relating to each subject matter below, including but not limited to the Foreign Corrupt Practices Act USA, the Bribery Act UK, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the Modern Slavery Act UK.

In addition, ASMPT aligns our practices to industry standards, including the Responsible Business Alliance Code of Conduct, and thus, we expect our suppliers as well as their suppliers to similarly align and promote such practices to its supply chain.

### **Respect for Employees**

Supplier shall ensure that its employees are treated with respect. Supplier shall follow all applicable labour and legal laws and regulations wherever it conducts its business. In addition, Supplier shall align its practices with industry standards, including the Responsible Business Alliance Code of Conduct, to uphold the human rights of its employees.

### **Non-Discrimination and Non-Harassment**

Supplier shall promote equal opportunities for and treatment of its employees irrespective of his or her gender, race, colour, age, religion, sexual orientation, pregnancy, nationality or ethnicity, political affiliation, marital status, disability, veteran status, and/or other characteristic protected under applicable law. There shall not be unacceptable treatment of employees in any form, such as harassment, violence, abuse or exploitation.

**Freely Chosen Employment**

There shall be no forced labour in any form, including but not limited to, bonded (including debt bondage) or indentured labour, and all employment is freely chosen and voluntary. In compliance with the Modern Slavery Act 2015 UK, no slavery or human trafficking is permitted.

Supplier's workers<sup>1</sup> are not required to surrender any government-issued identification, passports, or work permits as a condition of employment, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment beyond the regulatory or industry guidelines. If any such fees are found to have been paid by workers, such fees shall be repaid to the workers.

As part of the hiring process, 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 prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

**Prohibition of Child Labour**

Supplier shall not employ anyone who are under the minimum age requirement stipulated in local labour laws and regulations or under the age for completing compulsory education. Employees under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Supplier 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.

**Wages and Benefits**

Supplier shall provide fair remuneration and to guarantee the applicable national statutory minimum wage.

**Working Hours**

Supplier shall comply with the maximum number of working hours laid down in the applicable laws.

**Freedom of Association**

Supplier shall recognise the right of freedom of association of its employees in accordance with local laws.

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<sup>1</sup> "Worker" refers to a foreign migrant worker who is recruited and moves legally from his or her home country to another country for the specific purpose of employment.

**Health and Safety**

Supplier shall take responsibility for the health and safety of its employees. There shall be measures in place to control physical and chemical hazards, accidents and occupational diseases, and a reasonable occupational health and safety management system.

Reasonable steps shall be taken to remove pregnant women/nursing mothers from working conditions with high hazards, and to remove or reduce any workplace health and safety risks to pregnant and nursing mothers. Its employees shall be trained and educated in health and safety issues.

**Human Rights of Use of Security Forces**

In the event of use of private or public security forces, Supplier shall ensure that the human rights of employees and other rights holders are respected, and there shall be no use of unlawful physical violence or psychological harm.

**Emergency Preparedness**

Supplier shall identify and assess potential emergency situations and events, and their impact minimized by implementing emergency plans and response procedures. Supplier shall follow these plans and procedures which include effective measures such as emergency reporting, employee notifications and evacuation procedures, emergency drills and recovery plans.

**Occupational Injury and Illness**

Supplier shall establish procedures and systems to prevent, manage, track and report occupational injury and illness. Its workers shall be encouraged to report, classify and record injury and illness cases and all cases are to be investigated and corrective measures are to be implemented to eliminate the causes, necessary medical treatment are to be provided and facilitate the return of its workers to work.

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

**Physically Demanding Work**

Supplier shall identify, evaluate and control its employees' exposure to hazards of physically demanding tasks, including manual handling, heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

**Sanitation and Hygiene**

Supplier shall strive to maintain a high level of hygiene in the workplace through practices like regular office cleaning, daily cleaning of public/common areas and provision of clean drinking water.

**Fair Competition and Anti-Trust Laws**

Supplier shall not engage in collusive bidding, price fixing, dividing territories, allocating customers, price discrimination or other unfair trade practices in violation of applicable anti-trust or competition laws.

Supplier shall uphold fair business standards in advertising, sales and competition.

**Anti-Corruption**

Supplier shall comply with all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act USA, the UK Bribery Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any international anti-corruption conventions.

Supplier shall not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials, private individuals or companies, ASMPT's employees or agents acting on ASMPT's behalf are prohibited. ASMPT has a zero-tolerance policy towards any and all forms of bribery, corruption, extortion and embezzlement.

**Trade Compliance**

Supplier shall comply with all applicable import and export controls, and customs laws and regulations in the countries where it does business. Supplier shall abide by all applicable economic sanctions that its country adopts including embargoed or sanctioned countries, and controlled products.

**Conflict of Interest**

Supplier shall identify and avoid conflict of interest, or any situation that may be perceived as a conflict of interest. It is the responsibility of the Supplier to notify ASMPT of any conflict of interest it could possibly have in connection with the execution of its business dealings with ASMPT. ASMPT may then take appropriate actions to resolve the conflict of interest with the Supplier.

**Monitoring and Record Keeping**

Supplier shall maintain all documentation necessary to demonstrate its compliance with this Supplier Code and provide ASMPT with access to those documents in relation to Responsible Business Alliance assessment standards upon ASMPT's request for review. Supplier is solely responsible for compliance with this Supplier Code by its officers, directors, managers, employees, representatives and agents.

**Protection of Intellectual Property**

Supplier shall respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard ASMPT's confidential and proprietary information. Any transfer or sharing of technology or know-how shall be done in a manner that protects intellectual property rights and is in compliance with local and international laws concerning data privacy and security. Any violations are viewed seriously, and ASMPT does not tolerate any violation.

**Data Protection, Data Privacy and Data Security**

Supplier shall comply with all local Personal Data Protection laws concerning data security and privacy, and shall protect and safeguard data provided by ASMPT, which may include private and sensitive information. Any transfer or sharing of data shall be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure shall be in compliance with local and international laws.

**Environmental Sustainability**

Supplier shall identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources, while safeguarding the health and safety of the public in accordance with the applicable statutory and international standards regarding environmental protection, which include but are not limited to obtaining environmental permits, preventing pollution, monitoring air emission, hazardous substances and waste disposal. There shall be controls in place to minimize environmental pollution and make continuous improvements in environmental protection.

**Land Rights**

Supplier shall respect prevailing land rights and prohibit any unlawful eviction or deprivation of land, forests and waters, the use of which secures the livelihood of one or more persons, in particular during acquisition or construction activities.

**Responsible Sourcing of Minerals**

Supplier shall exercise due diligence to ensure that the tantalum, tin, tungsten, gold (3TG) and cobalt in the products it manufactures or supplies to ASMPT are not directly or indirectly sourced from restricted or embargoed countries, as laid out in the Responsible Business Alliance's Responsible Minerals Initiative regarding responsible sourcing. Suppliers shall make its due diligence measures available to ASMPT upon request. It is the Supplier's responsibility to communicate to its suppliers and its suppliers' suppliers regarding such responsible sourcing of minerals, to ensure the entire supply chain is compliant with the sourcing of 3TG and cobalt.

**Anti-Money Laundering**

Supplier shall abide by applicable anti-money laundering laws and shall not facilitate money laundering. Supplier shall conduct business with reputable suppliers, consultants and business partners involved in lawful business activities and whose funds are derived from legitimate sources.

**Violation of this Supplier Code**

Any violations of this Supplier Code may be reported through the ASMPT Whistleblowing Policy Website: <https://www.asmpt.com/en/company/corporate-governance/whistleblowing-policy/> and use the available channel(s) for your region. All reports received shall be handled in a reasonably timely fashion and with a high degree of confidentiality.

**Consequences of Code Violations**

ASMPT reserves the right to suspend or terminate its business relationship with Suppliers which violate any provisions of the Code, including but not limited to the cancellation of pending purchase orders, unless violations are satisfactorily rectified and compliance with the Code can be assured.

ASMPT may further seek all applicable remedies in respect of any damages incurred by it as a result of Supplier's violation of the Code.

**Declaration of Acceptance of the ASMPT Supplier Code of Conduct**

By signing below, we acknowledge that we have thoroughly read the **ASMPT Supplier Code of Conduct**.

Furthermore, we acknowledge that we understand and agree to comply with the requirements specified within the **ASMPT Supplier Code of Conduct**.

Company Name:

Name of Person:

Title:

Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Seal

*This "Declaration of Acceptance of the ASMPT Supplier Code of Conduct" must be signed by an authorized representative of the company and returned to ASMPT.*