

Supplier Code of Conduct

Corporate integrity, responsible sourcing, and the safety and well-being of workers in the countries where we do business are of paramount importance to Mitsubishi International Corporation (“**the Company**”). These core values are reflected in this Supplier Code of Conduct (“**SCOC**”), which establishes the minimum standards that must be met by any entity that supplies products or services to the Company. These standards are structured around eleven principles, in line with the Company’s Code of Business Conduct (<https://www.mitsubishicorp.com/us/en/mic/csr/pdf/CodeofBusinessConduct.pdf>).

We expect all companies, partnerships, or individuals that provide goods or services to the Company (“**Suppliers**”) to comply with this SCOC and ensure that its workers are aware of the SCOC and comply with it. In addition to applying these standards in their own operations, Suppliers are expected to conduct due diligence and impose comparable standards on their suppliers, vendors, agents, and subcontractors who are involved in the Company’s supply chain(s). The Company reserves the right to assess Suppliers’ compliance with this SCOC, through questionnaires, certifications, and/or in-person audits.

If a Supplier is or is potentially in violation of the SCOC, the Company will work with the Supplier to remediate the issue(s) identified, if possible; and, in turn, the Supplier must commit to working with the Company to correct the issue(s) identified. If this effort is unsuccessful or not possible, the Company shall re-evaluate its business relationship with the Supplier and shall take appropriate corrective action, up to and including termination of the business relationship.

1. **PRINCIPLE ONE: Human Rights**

- 1.1 **Human rights generally.** Suppliers must respect the human rights of all workers—full-time, temporary, migrant, student, contract, and direct employees, and any other type of worker—and treat them with dignity and respect.
- 1.2 **Freely chosen employment.** The Company does not engage in, or support, forced labor of any kind in the research, manufacture, sale, and distribution of its products or by its suppliers. Accordingly, suppliers shall not support or engage or require any forced, bonded (including debt bondage), or indentured labor, involuntary or exploitative prison labor, or slavery or trafficking of persons. This includes any work exacted from any person under menace of any penalty for which a person has not offered himself voluntarily. There shall be no unreasonable restrictions on workers’ freedom of movement in either work facilities or living quarters, if applicable, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given per the worker’s contract. No individual shall be subject to misleading or fraudulent practices in the course of recruitment, such as failing to disclose key terms and conditions of employment. No worker shall be required to relinquish possession of identity papers such as passports, ID cards, or work permits unless required by law (in which case, at no time should 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 such fees are found to have been paid by workers, such fees shall be repaid to the worker.
- 1.3 **Child labor.** Child labor is not to be used in any stage of manufacturing or production, and Suppliers shall implement an appropriate mechanism to verify the age of workers. “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 and safety, including night shifts and overtime.

- 1.4 **Working hours.** Working hours shall not exceed the maximum set by local law. All overtime must be voluntary and shall be used responsibly, taking into account the extent, frequency and hours worked by individual workers and the workforce as a whole.
- 1.5 **Wages and remuneration.** Workers must be compensated with wages, including overtime premiums, and benefits that comply with all applicable wage laws, collective agreements, and industry standards, including those relating to minimum wages. Deductions from wages as a disciplinary measure shall not be permitted. Workers shall be provided with payslips for each pay period in a timely manner and such payslips must include sufficient information to verify accurate compensation for work performed.
- 1.6 **Humane treatment.** All workers shall be treated with dignity and respect. Physical abuse or discipline, the threat of physical abuse, sexual, or other harassment and verbal abuse, mental coercion, or other forms of intimidation are prohibited.
- 1.7 **Working environment.** All workers shall be provided with a safe, healthy, and sanitary working environment and Suppliers must comply with applicable health and safety laws. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, workers shall be provided with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work. Suppliers must identify and assess emergency situations and take steps to prepare for and minimize their impact by implementing emergency plans and procedures.
- 1.8 **Equal opportunities, non-discrimination, and anti-harassment.** No person shall be discriminated against in any aspect (hiring, compensation, access to training, discipline, promotion, termination, or retirement) of employment. No person shall be discriminated against or subjected to harassment based on race, gender, age, national origin, religion, disability, sexual orientation, union membership or political affiliation, or any other protected characteristic.
- 1.9 **Freedom of association and collective bargaining.** All workers shall have the right to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining. Workers and/or their representatives shall be able to openly communicate and share concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

2. **PRINCIPLE TWO: Environment**

Suppliers must operate in compliance with all applicable environmental laws, including regulations and international treaties. Suppliers must also have in place suitable environmental management systems for managing their environmental risks.

3. **PRINCIPLE THREE: Business Conduct**

- 3.1 In addition to complying with the standards set out in this Code, Suppliers must promote fair business practices and comply with all applicable laws and regulations of the countries in which they operate, including the laws and regulations relating to issues addressed in this Code.
- 3.2 Suppliers must not employ deceptive business practices or make intentionally false or misleading statements, and must comply with all applicable competition laws, including but not limited to those

relating to teaming (i.e., where companies agree to work together in bidding for a contract) and information sharing with competitors, price fixing, and rigging bids.

4. PRINCIPLE FOUR: International Trade

Suppliers must comply with all applicable laws, treaties, and regulations governing international trade.

5. PRINCIPLE FIVE: Intellectual Property and Personal Data and Information Security

Suppliers must not infringe MIC's intellectual property rights. Suppliers must comply with all data protection laws and requirements when processing any personal data on MIC's behalf.

6. PRINCIPLE SIX: Securities Law

Suppliers must not engage in insider trading, stock tipping, securities fraud, or any other activity in violation of applicable securities laws and regulations.

7. PRINCIPLE SEVEN: Conflicts of Interest

Suppliers must avoid conflicts of interest by maintaining a clear distinction between their dealings with MIC and personal business.

8. PRINCIPLE EIGHT: Record Keeping

Suppliers must record and report accounting and financial information accurately and in a timely manner.

9. PRINCIPLE NINE: Bribery and Corruption

Suppliers must comply with all applicable laws, statutes, and regulations relating to the prevention of bribery and corruption (including but not limited to the U.S. Foreign Corrupt Practices Act). To that end, the Supplier shall not accept, offer, promise, pay, permit, or authorize: bribes, facilitation payments, kickbacks, or illegal political contributions; money, goods, services, entertainment, employment, contracts, or other things of value, in order to obtain or retain improper advantage; or any other unlawful or improper payments or benefits.

10. PRINCIPLE TEN: Criminal Activity

Suppliers must not provide support for, or enter into business with, entities or individuals engaged in any criminal activity, such as organized crime, narcotics or human trafficking, money laundering, or terrorism.

11. PRINCIPLE ELEVEN: Reporting Non-Compliance

11.1 If Suppliers become aware of any violations or suspected violations of this Code, we expect them to report this to MIC's Legal and Compliance Department or through MIC's forced labor grievance mechanism (<https://www.mitsubishicorp.com/us/en/mic/csr/GrievanceMechanism>).

11.2 We prohibit retaliation against anyone for making good faith reports of suspected misconduct and expect our Suppliers to implement a similar non-retaliation policy.