



SUPPLIER CODE OF CONDUCT

Effective Date: February 1, 2024

King Technology, Inc. (“King”) since its beginning has operated from a base of core values. King’s core values are how it lives and works, which creates a ripple effect of enriching lives daily. In every aspect of its work, King strives to carry out its values for integrity, excellence, respect, courage, leadership, chemistry, and selflessness. Committed to applying high standards of ethics and business conduct within every relationship and in every country in which King operates, King also expects its business partners to share in its values.

With this in mind, King expects each Supplier (“Supplier”) to King to conduct business activities, including activities performed through subcontractors, within the guidelines of King’s Supplier Code of Conduct at all times. This Supplier Code of Conduct is in no way intended to conflict with the terms and conditions of any existing contract with King, but rather to enhance the relationship. In the event of a conflict, Supplier shall first adhere to Applicable Law, then the contract terms, followed by the Supplier Code of Conduct that follows.

I. Cooperation with King: Supplier shall fully cooperate with King’s compliance requests and comply with Supplier’s obligations under Applicable Law and otherwise.

II. Compliance with Laws: Supplier shall maintain full compliance with all laws and regulations applicable to its business both domestically and internationally (collectively, “Applicable Law”).

III. Maintain Accurate Records: Supplier shall create, maintain, and retain accurate and verifiable records and shall not alter any record entry to conceal or misrepresent the underlying transaction represented by it.

IV. Ethical Sourcing: Supplier shall conduct ethical sourcing, including the following:

a. Child Labor. Workers shall be: (i) at least 15 years old; (ii) the age of completion of compulsory education; or (iii) the minimum legal age for employment under Applicable Law, whichever is greater. For any worker under the age of 18, such worker shall not perform hazardous work that is likely to jeopardize their health or safety, or compromise its education (e.g. night shifts, overtime).

b. Slavery, Human Trafficking, and Forced Labor. The employment relationship shall be voluntary, and the terms of employment shall comply with Applicable Law. Workers shall be free to leave work and terminate employment with reasonable notice. Workers shall not be required to pay recruitment, hiring, agent, or brokers’ fees in exchange for work. Supplier shall not require workers to surrender government issued identification, passports, or work permits as a condition of working.

c. Conflict Minerals. Supplier shall, as applicable, adhere to U.S. federal laws and regulations requiring reporting companies to make specialized disclosure and conduct due diligence concerning its use of conflict minerals that may have originated in the Democratic Republic of the Congo or an adjoining country.

V. Employment Practices:

a. Fair Treatment. Supplier shall ensure that its employees are afforded an employment environment protected from violence, corporal punishment, harassment (whether physical, psychological, sexual, or verbal), unreasonable restrictions on entering or exiting work facilities, and other abusive conduct.

b. Non-discrimination. Supplier shall not discriminate, on the basis of race, ethnicity, social class, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, pregnancy, genetic information, or mental or physical disability, in hiring, processing job applications, promotions, job assignments, training, wages, benefits, and termination.

c. Working Hours. Supplier shall regularly monitor working hours to ensure the safety, health, and welfare of workers. In all circumstances, working hours shall not exceed the maximum amount permitted by Applicable Law.

d. Wages and Benefits. Supplier shall pay its workers in a timely manner and provide compensation (including overtime pay and benefits) that, at a minimum, satisfies Applicable Law.

e. Freedom of Association. Supplier shall not penalize or subject to harassment or intimidation a worker for the non-violent exercise of the worker's right to join or refrain from joining a legal organization of a worker's own selection.

VI. Health and Safety:

a. Health and Safety. Supplier shall, at a minimum, comply with Applicable Law regarding working conditions and the standards in this Supplier Code of Conduct.

b. Occupational Safety. Supplier shall monitor workers' potential for exposure to safety hazards and identify, assess, and control these hazards through proper design, engineering, and administrative controls, preventative maintenance, and safe work procedures.

c. Occupational Injury and Illness. Supplier shall provide procedures and systems to prevent, manage, and track occupational injury and illnesses.

d. Physically Demanding Work. Supplier shall continually identify, evaluate, and control physically demanding tasks to ensure that worker health and safety is not jeopardized.

- e. Emergency Preparedness and Response. Supplier shall identify and plan for emergency situations and implement and train its workers on response systems.
- f. Machine Safeguarding. Supplier shall implement a regular machinery maintenance program.
- g. Sanitation and Housing. Supplier shall provide workers with reasonable access to clean toilet facilities and potable drinking water. For any provided food accommodations, Supplier shall include sanitary food preparation, storage, and eating facilities. For any provided residential facilities, Supplier shall provide clean and safe accommodations.

VII. Anti-Corruption and Antitrust:

- a. Anti-Corruption Laws. Supplier shall comply with the anti-corruption laws, directives, or regulations that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Regardless of Applicable Law, Supplier shall not offer or make any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons.
- b. Illegal Payments. Supplier shall not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, its agents, representatives, inspectors, auditors, or others.
- c. Gifts/Business Courtesies. In any business relationship, Supplier shall ensure that the offering or receipt of any gift or business courtesy is permitted by Applicable Law, that these exchanges do not violate the rules and standards of the recipient's organization, that these exchanges are consistent with reasonable marketplace customs and practices, and that these exchanges shall not adversely impact the reputation of King.
- d. Fair Competition. Supplier shall compete honestly and fairly, shall comply with applicable antitrust and competition laws, and shall not participate in anti-competitive practices.

VIII. Conflict of Interest: In its dealings with King, Supplier shall avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest.

IX. Information Protection:

- a. Confidential/Proprietary Information. Supplier shall properly handle sensitive information, including confidential, proprietary, and personal information (collectively "Sensitive Information").
- b. Intellectual Property. Supplier shall comply with all Applicable Law governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, trademarks, and trade secrets.

c. Information Security. Supplier shall protect the Sensitive Information of others, including personal information, from unauthorized access, destruction, use, modification, and disclosure, through appropriate physical and electronic security procedures and shall comply with all Applicable Law respecting data privacy.

d. Public Disclosure of Business Relationship or Dealings with King. Supplier wishing to inform third parties or to make it publicly known that they do business with King shall request and receive written or e-mail consent from an employee of King employed as a Vice President or above, or the designee of such an individual.

e. Subcontracts and Assignments. Supplier shall neither subcontract nor assign any of its duties or obligations under any contract with King, whether oral or written, without first obtaining King's written authorization for such subcontracting or assigning, which shall not be unreasonably withheld.

X. Environment: Supplier shall operate in a manner that actively manages risk, conserves natural resources, and protects the environment.

XI. Quality: Supplier shall have processes in place that ensure the delivery of a product whose quality meets or exceeds the contract requirements.

XII. Code Expectations and Violations:

a. Supplier shall take active steps, including audits and inspections, to ensure compliance with this Supplier Code of Conduct and applicable legal requirements.

b. Supplier shall maintain a training program for management and workers to implement the requirements set forth in this Supplier Code of Conduct.

c. Supplier shall report violations of this Supplier Code of Conduct to King at customer.service@kingtechnology.com.

d. Supplier shall permit King to monitor activities to confirm Supplier's compliance to this Supplier Code of Conduct.

e. Whistleblower Protection. Supplier shall provide its employees with avenues for raising legal or ethical issues or concerns without fear of retaliation, and Supplier shall have a process to investigate and resolve such issues and concerns.

f. Consequences for Violating Code. In the event of a violation of any of the above obligations, King may pursue corrective action to remedy the situation.

g. Ethics Policies. Commensurate with the size and nature of its business, Supplier shall have management systems in place to support compliance with Applicable Law and this Supplier Code of Conduct.