



Intelligent  
Energy

# Code of Conduct

## Introduction

At Intelligent Energy, we are committed to ensuring that those involved in our supply chain operate to a set of minimum standards. These standards include safe and fair treatment of workers (“Workers”) around the world and minimising environmental impact.

Corporate integrity, responsible sourcing and the safety and wellbeing of Workers in the countries where we do business are of paramount importance to Intelligent Energy.

These core principles are reflected in this Code of Conduct (“Code”), to ensure that we only source products and services from suppliers and facilities that share our commitment to these principles.

In many cases, we expect that our suppliers will have equivalent policies and codes of conduct, and such policies may be more specific or more demanding than the generic requirements we have set out in this Code. We see such policies as valuable factors when deciding which suppliers we will engage with, as well as a driver for the continued development of this Code to raise the minimum standards and to identify more specific beneficial behaviours and standards.

Customer expectations are growing and becoming ever more demanding. Our customers expect to engage with a company that understands its supply chain and operates as an ethical business within the countries and markets in which it operates. For instance, customers and consumers increasingly demand comfort that goods are made:

- in safe and healthy conditions;
- by adult Workers who are properly paid;
- by Workers who are working in humane conditions and treated ethically at all times; and
- in factories where damage to the environment is minimised.

We all want to run successful, efficient businesses. Intelligent Energy believes that good workplace standards; appropriate health and safety requirements; fair pay and conditions; and care for the environment are important elements in business success.

Intelligent Energy has determined a set of standards reflecting the way in which we expect our suppliers to operate. These standards are detailed in this Code and provide clear direction and guidance to our supply base as to what we recognise as best practice.

Intelligent Energy understands and recognises that we can help improve practices within our supply chain where required. However, we acknowledge that there are certain situations or practices that are wholly unacceptable and cannot be condoned under any circumstances.

The Responsible Business Alliance (formerly the EICC®) established standards to ensure that working conditions in the electronics industry supply chain are safe, that Workers are treated with respect and dignity and that business operations are environmentally responsible and conducted ethically. This Intelligent Energy Code of Conduct is based on the Responsible Business Alliance Code of Conduct and establishes the minimum requirements that all suppliers are expected to meet in doing business with Intelligent Energy.

Intelligent Energy makes buying decisions based on, amongst other factors, demonstrated compliance with this Code and we oblige our suppliers to ensure compliance with this Code.

## Definitions

In this Code of Conduct:

- a reference to **Suppliers** includes all contributors to Intelligent Energy's supply chain, such as manufacturers, distributors, suppliers, vendors, factories and service providers;
- a reference to a **Worker** shall mean any person whom a Supplier hires or engages to carry out any work for the Supplier; and
- a reference to a **Whistle-blower** is any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official of official body.

If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Intelligent Energy and the provisions of this code, the Supplier shall meet the most stringent standard.

## **A. LABOUR**

Intelligent Energy is committed to uphold the human rights of Workers and to treat them with dignity and respect as understood by the international community. This applies to all Workers including temporary, migrant, student, contract and direct employees.

The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015 in any part of its supply chain. This includes but is not limited to not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

### **Child Labour Avoidance**

Child labour is not to be used by any supplier in Intelligent Energy's supply chain. The term 'Child' refers to any person (i) under the age of 15 (or 14 where the law of the country permits); (ii) under the age for completing compulsory education; or (iii) under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardise their health and safety, including physically demanding work; working with dangerous machinery, equipment or tools; manual handling or transport of heavy loads; or an unhealthy environment which may expose them to hazardous substances, noise levels or vibrations damaging to their health, or night shifts.

### **Hours of Work**

Studies of business practices clearly link Worker strain to reduced productivity, increased turnover and increased risk of injury and illness. Workweeks must not exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed a minimum of one day off every seven days.

### **Wages and Benefits**

Compensation paid to Workers shall comply with all applicable local wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, Workers shall be compensated for overtime at pay rates greater than their regular hourly rates, if applicable. Deductions from wages as a disciplinary measure shall not be permitted. The basis on which Workers are being paid is to be provided to them in a timely manner via pay stub or similar documentation, that contains sufficient information to verify accurate compensation for the work performed.

### **Humane Treatment**

The Supplier shall comply with all internationally recognised human rights, understood, at a minimum as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisations Declaration on Fundamental Principles and Rights at Work.

There must be no harsh or inhumane treatment including (without limitation) sexual harassment; sexual abuse; corporal punishment; mental or physical coercion or verbal abuse of Workers; nor the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to Workers.

### **Slavery and Human-Trafficking**

We have zero tolerance to slavery, servitude, forced and compulsory labour and human trafficking, consistent with our obligations under the Modern Slavery Act 2015. Suppliers should have effective systems and controls to ensure that modern slavery is not taking place anywhere in their own business or in any of their supply chains, in compliance with Section G: Modern Slavery and Human Trafficking.

### **Non-Discrimination**

Suppliers shall be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on race; caste; colour; national origin; age; gender; sexual orientation; gender identity and expression; ethnicity; disability; pregnancy;

religion; political affiliation; union membership; covered veteran status; protected genetic information; or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, Workers or potential Workers should not be subjected to medical tests that could be used in a discriminatory way.

### **Freedom of Association**

Open communication and direct engagement between Workers and management are the most effective ways to resolve workplace and compensation issues. The rights of Workers to associate freely, join or not join labour unions, seek representation, and join Workers' councils in accordance with local laws shall be respected. Workers shall be able to openly communicate and share grievances with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

Suppliers will permit the audit of its Worker's working conditions or provide evidence of workplace standards and details of fair pay and conditions upon request.

## **B. HEALTH & SAFETY**

Suppliers recognise that in addition to minimising the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and Worker retention and morale. Suppliers also recognise that ongoing Worker input and education is essential to identifying and solving health and safety issues in the workplace.

Where Supplier is a manufacturer, the following applies:

### **Occupational Safety**

Worker exposure to potential safety hazards is to be controlled through proper design, engineering and administrative controls, preventative maintenance, safe work procedures and ongoing safety training. Where hazards cannot be adequately controlled by these means, Workers are to be provided with appropriate, well-maintained, personal protective equipment ("PPE"). Workers shall not be disciplined or discriminated against for raising safety concerns.

### **Emergency Preparedness**

Potential emergency situations and events are to be identified and assessed, and their impact minimised by implementing emergency plans and response procedures including emergency reporting; Worker notification and evacuation procedures; Worker training and drills; appropriate fire detection and suppression equipment; and adequate exit facilities and recovery plans.

### **Occupational Injury and Illness**

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness. This should include provisions to encourage Worker reporting, classifying and recording injury and illness cases, providing necessary medical treatment, investigating cases and implementing corrective actions to eliminate their causes, and facilitating the return of Workers to work.

### **Industrial Hygiene**

Worker exposure to chemical, biological and physical agents is to be identified, evaluated and controlled. Engineering or administrative controls must be used to control over-exposure. When hazards cannot be adequately controlled by such means, Worker health is to be protected by personnel monitoring of exposure and appropriate PPE.

### **Physically Demanding Work**

Worker exposure to the hazards of physically demanding tasks including manual material handling, heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

### **Machine Safeguarding**

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery may present an injury hazard to Workers.

### **Sanitation, Food, and Housing**

Workers are to be provided with ready access to clean toilet facilities; potable clean water; and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by Supplier or Supplier's labour agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, reasonable personal space and reasonable entry and exit privileges.

### **Combustible Dusts**

Appropriate local exhaust ventilation systems should be installed and maintained to prevent the build-up of dangerous levels in the environment.

## **C. ENVIRONMENTAL RESPONSIBILITY**

Suppliers recognise that environmental responsibility is integral to producing world-class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimised while safeguarding the health and safety of the public.

Supplier shall ensure that its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials.

Where Supplier is a manufacturer, the following applies:

### **Pollution Prevention and Resource Reduction**

Waste of all types, including water and energy are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

### **Hazardous Substances**

Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal. In addition, measures should be implemented to reduce the generation of wastewater.

### **Wastewater and Solid Waste**

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be characterised, monitored, controlled and treated as necessary prior to discharge or disposal.

### **Storm Water Management**

Suppliers and their agents shall implement a systematic approach to prevent contamination of storm water run-off. Suppliers shall prevent illegal discharges and spills from entering storm drains.

### **Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterised, monitored, controlled and treated as required prior to discharge.

### **Product Content Restrictions**

Suppliers are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, including labelling for recycling and disposal.

### **Boundary Noise Management**

Suppliers shall identify, control, monitor and reduce noise generated by the facility that affects boundary noise levels.

## **D. LEGAL COMPLIANCE AND ETHICS**

To meet social responsibilities and to achieve success in the marketplace, Suppliers are to uphold the highest standards of ethics including:

### **Disclosure of Information**

Information regarding business activities, structure, financial situation and performance is to 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.

### **Intellectual Property**

Intellectual property rights are to be respected, and transfer of technology and know-how is to be done in a manner that protects intellectual property rights.

### **Fair Business, Advertising and Competition**

Standards of fair business, advertising and competition must be upheld. Appropriate means to safeguard customer and consumer information must be available.

### **Data Protection Act 2018**

Suppliers and their agents are to uphold the data protection standards set by the Data Protection Act 2018, the General Data Protection Regulations 2018 ("GDPR") or equivalent local law. Suppliers must ensure that personal data is protected at all times, and only processed in accordance with the purpose for which it was collected. Any requests for deletion must be processed in a timely manner in accordance with GDPR or equivalent local law.

### **Protection of Identity**

Programs that ensure the confidentiality and protection of supplier and Worker whistle-blowers must be maintained. Any allegations must be dealt with fairly and properly and any issues raised must be investigated thoroughly. Worker's concerns must be managed in confidence and genuine concerns should be able to be raised without fear of reprisals.

### **Responsible Sourcing of Minerals**

Suppliers shall have due diligence processes in place to identify and verify the source and chain of custody of their goods which contain or may contain conflict minerals, including but not limited to tin (cassiterite), tungsten (wolframite), tantalum (coltan) or gold, or any derivatives of such minerals ("3TG") contained in their products, and make such due diligence measures available upon request.

Intelligent Energy does not source components directly from conflict-ridden territories. Where appropriate, Suppliers shall warrant that trade of 3TG does not fund conflicts and human rights abuses in conflict-affected and high-risk areas such as the Democratic Republic of Congo and/or the wider African Great Lakes region.

### **Privacy**

Suppliers must commit to protect the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and Workers.

### **Non-Retaliation**

Suppliers should have a communicated process for their Workers to be able to raise any concerns without fear of punishment, unfair treatment or retaliation in any form.

## **E. MANAGEMENT SYSTEM**

Suppliers shall adopt or establish a management system, the scope of which 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 Participant's operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

### **Company Commitment**

Corporate, social and environmental responsibility policy statements affirming Participant's commitment to compliance with and continual improvement of its Code, endorsed by executive management of the Supplier.

### **Management Accountability and Responsibility**

Suppliers should clearly identify company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management should review the status of the management system on a regular basis.

### **Legal and Customer Requirements**

A process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Code.

### **Risk Assessment and Risk Management**

A process to identify the environmental, health and safety (including production and all other working areas, warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities, kitchen/cafeteria and Worker housing/dormitories) and labour practice and ethics risks associated with Supplier's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

### **Improvement Objectives**

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.

### **Training**

Programs for training managers and Workers to implement Supplier's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

### **Communication**

A process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to Workers, suppliers and customers.

### **Worker Feedback and Participation**

Ongoing processes to assess Worker's understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.

### **Audits and Assessments**

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of this Code and customer contractual requirements related to social and environmental responsibility.

### **Corrective Action Process**

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

### **Documentation and Records**

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.



**Supplier Responsibility**

A process to communicate Code requirements to suppliers and to monitor supplier compliance with the Code.

## **F. ANTI-BRIBERY AND CORRUPTION**

Suppliers shall have a zero-tolerance policy to any form of bribery, corruption, extortion or embezzlement (including any promising, offering, giving or accepting any bribes, facilitation payments, kickbacks or illegal political contributions), and shall comply with all applicable laws, statutes, codes and regulations relating to the provision of bribery and corruption, including but not limited to the Bribery Act 2010. All business dealings should be transparently performed and accurately reflected in Supplier's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with applicable anti-bribery and corruption laws.

### **No Improper Advantage**

Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted, including the acceptance, offer or promise of money, goods, services, entertainment, employment contracts or other things of value in order to obtain or retain an improper advantage.

### **Policies**

Supplier shall have in place a clear anti-bribery and corruption policy and must ensure that its Workers are required to comply with such policy and any applicable anti-bribery and corruption laws. Suppliers should consider implementing more formal compliance management systems where the nature of their business or the compliance risks they face justify it.

### **Legal Obligations**

Suppliers will ensure that they are aware of and understand any applicable anti-bribery and corruption laws and the acts that such laws prohibit.

### **Unfair Business Practices**

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1999), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

### **Compliance**

Suppliers must comply with any applicable anti-bribery and corruption laws at all times and require that its suppliers and business associates do likewise. Supplier undertakes that all acts undertaken on behalf of Intelligent Energy will be conducted in accordance with such laws.

### **Audit**

Whilst a contributor to Intelligent Energy's supply chain, and for 3 years thereafter, Suppliers must provide to Intelligent Energy upon reasonable request, evidence and/or certification of its compliance with applicable anti-bribery and corruption laws and/or the effective implementation of its policies and procedures to prevent bribery.

### **Breach**

Intelligent Energy considers that any breach of the requirements in this Section F by a Supplier shall constitute a fundamental breach of the contractual relationship between Intelligent Energy and Supplier and shall entitle Intelligent Energy to terminate the contract and/or claim damages in respect thereof.

## **G. MODERN SLAVERY AND HUMAN TRAFFICKING**

Suppliers shall have a zero-tolerance policy towards all forms of slavery, servitude, forced labour and human trafficking.

### **Forced or involuntary labour**

Workers shall not be subject to any form of forced, compulsory, bonded, indentured or prison labour. All work must be voluntary, and Workers shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length. As part of the hiring process, Workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the Worker commencing employment.

### **Document Retention**

Confiscating or withholding Worker identity documents or other valuable items, including work permits and travel documentation (e.g.: passports) is strictly prohibited. The retention of personal documents shall not be used as a means to bind Workers to employment or to restrict their freedom of movement.

### **Humane Treatment**

The workplace shall be free of any form of harsh or inhumane treatment. Disciplinary policies and procedures shall be clearly defined and communicated to all Workers, and shall not include any inhumane disciplinary measure, including any corporal punishment, mental or physical coercion, or verbal abuse of Workers; nor shall they include sanctions that result in wage deductions, reductions in benefits, or compulsory labour. The use or threat of physical or sexual violence, harassment and intimidation against a Worker, his or her family, or close associates, is strictly prohibited.

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

Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or related premises; nor shall any other coercive means be used to restrict Workers' freedom of movement or personal freedom. Mandatory residence in employer-operated facilities shall not be made a condition of employment.

### **Monitoring and Enforcement Procedures**

Monitoring and enforcement procedures must be implemented by Suppliers to ensure awareness and compliance with the Modern Slavery Act 2015 (including any jurisdictional equivalent) within the Supplier's organisation.

### **Legal Obligations**

Suppliers will ensure that they are aware of understand and comply with any applicable Modern Slavery laws, and the acts that such laws prohibit.

### **Compliance**

Suppliers must comply with the Modern Slavery Act 2015 (including any jurisdictional equivalent) at all times and require that its suppliers and business associates do likewise. Supplier undertakes that all acts undertaken on behalf of Intelligent Energy will be conducted in accordance with the Modern Slavery Act 2015 (including any jurisdictional equivalent).