



FINELINE CODE OF CONDUCT FOR SUPPLIERS





1. Objective

This Code of Conduct outlines FINELINE's expectations for Suppliers regarding ethical behavior, environmental stewardship, labor practices, and compliance with laws. This Code is grounded in internationally recognized best practices and principles, including the United Nations Guiding Principles on Business and Human Rights (UNGPs), the Ten Principles of the United Nations Global Compact (UNGC), the OECD Guidelines for Multinational Enterprises, and the International Labour Organization (ILO) Conventions. Additionally, it aligns with the standards set by the Responsible Business Alliance (RBA) Code of Conduct. By adhering to this Code, Supplier contribute to FINELINE's mission to build a transparent, ethical and resilient global supply chains. This document is integral to achieving FINELINE's commitment to excel in PCBs and sustainability.

2. Compliance with Laws

Supplier's personnel and operations shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules, and regulations. Supplier will ensure that products, services and shipments for FINELINE adhere to all applicable international trade compliance laws, rules, and regulations. Additionally, Supplier shall commit to regular compliance audits to ensure adherence.

3. Labor

Suppliers shall uphold the rights of workers and treat them with dignity and respect.

3.1 Child labor

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3.1.1 Supplier shall employ only workers who meet the applicable minimum legal age requirement, except that in no event shall Supplier employ any person under the age of 16, even if local law permits otherwise. Supplier shall also

comply with all other applicable child labor laws according to local regulations.

3.1.2 Supplier may employ young workers, but where such young workers are subject to compulsory education laws, they shall work only outside of school hours. Under no circumstances shall any young worker's school, work and transportation time exceed a combined total of 10 hours per day, and in no case shall young workers work more than 8 hours a day. Young workers may not work during night hours.

3.1.3 The organization shall not expose young workers to any situations –in or outside of the workplace –that are hazardous or unsafe to their physical and mental health and development.

3.1.4 Any potential or confirmed case of child labor or other related critical issues are immediately reported to FINELINE.

BEST PRACTICE/PREFERRED

3.1.5 Supplier shall identify and promote vocational training opportunities for young workers.

3.2 Fundamental labor rights

3.2.1 Workers' freedom

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3.2.1.1 Supplier shall not use any indentured or forced labor, slavery, servitude or involuntary prison labor. Any potential or confirmed case of forced, slavery, servitude or involuntary prison bonded or prison labor is immediately reported to FINELINE.

3.2.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

3.2.1.3 Personnel shall have the right to leave the workplace premises after completing the standard workday and be free to terminate their employment provided that they give reasonable notice to their organization.

3.2.1.4 Supplier shall respect employees' right to join or not join any lawful organization, including trade unions and works councils, and shall comply with all applicable local and national laws pertaining to freedom of association and collective bargaining. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

3.2.2 Recruitment and Employment practices

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3.2.2.1 Neither the Supplier nor any entity supplying labor to the Supplier shall withhold any part of any personnel's salary, benefits, property or documents in order to force such personnel to continue working for the Supplier.

3.2.2.2 The Supplier shall ensure that no employment fees or costs are borne in whole or in part by workers.

3.2.2.3 Neither the Supplier nor any entity supplying labor to the Supplier shall engage in or support human trafficking.

3.2.2.4 Supplier shall treat employees with dignity and respect and will not engage in or permit corporal punishment, threats of violence, sexual, verbal or other forms of harassment whether based on age, gender, race, nationality, religion, marital status, sexual orientation, maternity, disability, union membership or political affiliation, or any other legally protected characteristic.

3.2.2.5 Workers sign a written employment contract or equivalent before they start work or introductory training, whichever comes first. Workers receive a copy of the contract and understand its terms prior to signature. Significant changes in employment terms are agreed upon by the worker in writing.

3.2.2.6 At the beginning of their employment contract, workers receive adequate introductory training to enable them to do their job properly and safely.

BEST PRACTICE/PREFERRED

3.2.2.7 Rules regarding discrimination, harassment, business ethics, disciplinary measures are written, implemented and communicated to workers.

3.2.3 Working hours, time-off, wages and benefits

MUST

3.2.3.1 Supplier shall comply with applicable laws, collective bargaining agreements (where applicable) and industry standards on working hours, breaks and public holidays. The normal work week, not including overtime, shall be defined by law.

3.2.3.2 Supplier's plants shall set wages in compliance with all applicable laws. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.

3.2.3.3 Supplier shall have a reliable system for registering working hours, including overtime, of all workers.

3.2.3.4 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate and shall not be requested on a regular basis.

3.2.3.5 Workers receive a payslip with complete pay, benefits and deduction information that reflects the pay received. Information provided in payslips is understandable for workers.

3.2.3.6 Uniforms, when required, are provided in sufficient quantity and free of charge. No deductions are made for cleaning and/or maintaining uniforms.

3.2.4 Diversity, equality and inclusion

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3.2.4.1 Supplier shall employ workers on the basis of their ability to do the job, not on the basis of their personal characteristics or beliefs (including age, gender, race, nationality, religion, marital status, sexual orientation, maternity, union membership or political affiliation).

3.2.4.2 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on age, gender, race, nationality, religion, marital status, sexual orientation, maternity, union membership or political affiliation.

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3.2.4.3 Actions to promote equality, diversity and inclusion are implemented and communicated internally

3.3 Development

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Vocational training opportunities to development additional competences are identified and promoted among workers.

4. Health & Safety

FINELINE is committed to be a global leader in safeguarding the health and safety of its employees and protecting the environment. While Supplier is on-site at any FINELINE location or at any FINELINE customers' location on behalf of FINELINE, it shall comply with FINELINE Safety Policy, EHS handbook, and any site-specific requirements. In addition:

4.1 Emergency management

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4.1.1 Supplier shall assess the risk of emergency situations, minimize their impact of emergency situations, through the definition in written and implementation of emergency plans and response procedures to be shared with all employees.

4.1.2 An independent evacuation alarm is audible and/or visible to all employees. In addition,

Supplier shall make sure that alarm buttons are clearly visible and can be manually activated.

4.1.3 Supplier shall guarantee that emergency evacuation routes and exits ensure quick and safe evacuation at all times.

4.1.4 Supplier shall perform evacuation drills to test the evacuation process and identify any need for improvement. The frequency of the drills is defined according to the occupational risks. As many workers as possible participate in the drills. Supplier keep record of the evacuation drills.

4.2 Occupational health and safety management

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4.2.1 Supplier shall identify and assess health and safety risks and impacts in order to prevent potentially dangerous situation and reduce workplace illness and injury. Health and safety improvement plans are implemented, reviewed and updated every 12 months.

4.2.2 Supplier shall ensure a safe working environment, prevent accidents, and minimize physical and chemical hazards through proper design of the production sites, buildings, engineering and administrative controls, preventative measure and safe work procedures.

4.2.3 Accidents and near misses are reported, analyzed, followed-up and acted upon. Records of accidents and near misses are kept.

4.2.4 Accident insurance is provided to all workers. Insurance covers medical treatment for work related injuries and illnesses and provides compensation for work related injuries and illnesses resulting in permanent disability or death.

4.2.5 Occupational health checks are offered regularly to workers to identify impacts on health resulting from work. Health checks are performed by a healthcare professional. Findings are kept confidential and are used by the healthcare professional to issue recommendations both to employees and to Supplier on how to improving working conditions.

4.2.6 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

4.2.7 Supplier shall ensure that equipment is safe, used under safe conditions (maintain physical guards, interlocks, and barriers where machinery presents an injury hazard to workers) and all safety information are visible.

4.2.8 Supplier shall provide workers with appropriate personal protective equipment where hazards cannot be adequately controlled by other means.

4.2.9 Supplier shall ensure that employees trained in first aid and firefighting are available during all operating hours and in sufficient number. In addition, Supplier guarantees that the type, quantity and location of first aid and firefighting equipment fit. The equipment shall be operational all the time.

4.2.10 Supplier compliant with this code shall assign responsibility for health and safety management to a senior manager.

BEST PRACTICE/PREFERRED

4.2.11 Supplier shall promote a safe and inclusive workplace by supporting the mental health of their employees through access to check-ups, awareness programs, and policies that address workplace stress and psychological safety.

4.2.12 Personal data of employees using the resources mentioned at point 4.2.11. are kept confidential and are used by the healthcare professional to issue recommendations both to employees and to Supplier on how to improving working conditions.

4.3 Working conditions

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4.3.1 Supplier ensures that the working sites are clean, hygienic and well maintained and have adequate light, proper ventilation and, when necessary, heating.

4.3.2 Supplier shall offer to all employees a space where they can eat and rest. Supplier makes sure that this space is away from any hazards and is proportional to the number of employees.

4.3.3 Supplier makes sure that there are sufficient toilets for the number of employees and that toilets are free of charge, hygienic, accessible during working hours, equipped with basic supplies.

4.3.4 Supplier guarantees to all employees access to drink water.

4.4 Dormitory (if provided by the Supplier)

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4.4.1 Supplier with dormitories for employees shall make sure that the accommodation is of solid construction and has natural and artificial light, uninterrupted power and water supply, water supply, ventilation and, when necessary, heating.

4.4.2 Supplier makes sure that dormitories are not located in a noisy building where high-risk operations take place.

4.4.3 Dormitories must have shower and toilets, separated by gender and adequate to the number of residents. Hot water must be provided.

4.4.4 Supplier makes sure that men and women can have separate rooms unless residents choose to share the rooms.

4.4.5 Supplier shall verify that each resident has his own bed and mattress and sufficient individual storage space.

4.4.6 Supplier shall promote measure to improve the privacy of residents, in particular if only double or multiple rooms are available.

4.4.7 Supplier shall clearly inform residents on the rights and obligations related to dormitories.

4.4.8 Supplier shall guarantee that residents are not required to live in the dormitory and have the right to leave the dormitory at any time.

4.4.9 Cost for dormitory, if any, does not exceed the market average and is clearly communicated to residents.

5. Environment

At FINELINE, environmental considerations are an integral part of our business practices for the production of world-class products, therefore FINELINE Supplier shall comply with all applicable environmental laws and regulations. Moreover:

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5.1 Supplier shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.

5.2 Supplier shall make sure that environmental complaints are recorded and acted upon.

5.3 Supplier shall identify and assess environmental risks and impacts in order to find ways to improve their environmental performance. Environmental improvement plans are implemented, reviewed and updated every 12 months.

5.4 Supplier shall comply with regulated substance specifications, in particular with the RoHS and REACH, and with any applicable laws and regulations prohibiting or restricting the use or handling of specific substances.

5.5 Supplier shall know their current energy sources and constantly work to find possibilities to convert to renewable energy sources.

5.6 Supplier shall develop an emissions reduction plan of air pollutants and greenhouse gases in absolute terms, in line with limiting the global temperature increase defined in the Paris Agreement.

5.7 Supplier shall know what type of incoming water is used and how, endeavor to reduce wastewater and keep record on where and by whom wastewater is treated. If high quality water is used in operations, Supplier shall identify

possibilities to limit the use of high quality water. 5.8 Supplier shall store, handle, transport and dispose waste as required by applicable laws and regulations and in a way that protects the health and safety of workers and the environment. No waste is landfilled on site. Hazardous and non-hazardous waste are kept separate.

5.9 Supplier shall keep records on how, where, how much and by whom waste is treated.

5.10 Supplier shall set waste reduction targets and identify and implement opportunities to re-use and recycle waste.

5.11 Supplier shall undertake reasonable effort to assess the threats caused to biodiversity by its activities and take adequate measures to prevent, mitigate or restore loss of biodiversity.

BEST PRACTICE/PREFERRED

5.12 Supplier shall ensure full cooperation with FINELINE to conduct studies that analyze the carbon footprint and life cycle of their products.

6. Business Ethics

Supplier shall commit to the highest standards of ethical conduct when dealing with their employees, Supplier and customers. Specifically:

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6.1 Corruption

FINELINE is committed to complying with anti-corruption laws that prohibit bribes, kick-backs, extortion, embezzlement or other corrupt actions to obtain or retain business or obtain any improper advantage. Therefore, all Supplier are expected to comply with applicable anti-corruption laws while conducting business on behalf of FINELINE. Supplier and all their employees are prohibited from directly or indirectly receiving or offering any form of corrupt action to or from any person or organization, including government agencies or officials, private companies or employees of those private companies.

6.2 Gifts and entertainment

FINELINE recognizes that it is customary for some of its Supplier, customers and other business associates to occasionally give small gifts or offer modest business entertainment to business partners. It is important, however, that these gifts and entertainment events do not affect an employee's business judgment, or give the appearance that judgment may be affected. When doing business with or conducting business on behalf of FINELINE, Supplier may, for legitimate business purposes: (i) offer gifts or entertainment to Supplier, customers or other business associates; or (ii) accept gifts or entertainment offered by Supplier, customers or other business associates; provided, however, that in each instance the gift or entertainment:

- is unsolicited;
- is not a bribe, kickback or other illegal or illicit payment;
- is not given in exchange for any consideration;
- would not embarrass FINELINE if disclosed publicly; and
- does not create the appearance (or an actual or implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

Any Supplier that violates these provisions when conducting business on behalf of FINELINE risks immediate loss of all existing and future FINELINE business.

6.3 Traceability of Raw Materials

FINELINE is committed to ensuring that the products it sells do not incorporate "conflict minerals" (minerals which are smelted into tin, tantalum, tungsten and gold) sourced from entities which directly or indirectly finance conflict in the Democratic Republic of Congo or adjoining countries. Therefore, FINELINE requires its Supplier to:

6.3.1 Perform sufficient due diligence into their respective supply chains to determine whether products sold to FINELINE contain tin, tanta-

lum, tungsten or gold, and, if so, whether and to what extent those metals are sourced from conflict-free smelters;

6.3.2 Report to FINELINE the results of such due diligence to enable FINELINE to comply with its legal obligations and policy goals;

6.3.3 Provide to FINELINE the latest version of Conflict Minerals Reporting Template (CMRT) developed by the Responsible Minerals Initiative (RMI) duly completed.

6.3.4 Commit to be or become "conflict-free", so that any such metals are sourced only from conflict-free smelters.

6.4 Transparency

Supplier shall accurately record and disclose information regarding their business activities, structure, financial situation, and performance in accordance with applicable laws and regulations as well as prevailing industry business practices.

6.5 Supplier shall respect intellectual property rights and safeguard customers' information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.

6.6 Supplier shall implement processes as well as procedures and exercise due diligence to detect and avoid counterfeit parts.

6.7 Supplier shall implement a whistleblowing mechanism and processes to assure the confidentiality and protection of an employee or any other stakeholder who in good faith raises a concern, makes a report, or assists with an investigation related to potential labor, ethical or criminal violations.

6.8 Supplier shall implement a comprehensive business continuity plan throughout their operations and supply chains to preserve the safety of workers, protect physical property from loss and damage, safeguard intellectual property, prevent interruptions in the manufacturing process and ensure the integrity of shipments at the point of origin.

6.9 Supplier shall incorporate international Supply Chain Security (SCS) measures into their business processes as described by the World Trade Organization's SAFE framework or similar SCS guidelines (e.g., Business Anti-Smuggling Coalition (BASC) Security Program; Customs-Trade Partnership Against Terrorism (C-TPAT); Authorized Economic Operator (AEO), Partners in Protections (PIP)).

6.10 Supplier shall make sure that all their employees receive adequate training on business ethics and commit the highest ethical standard.

7. Social Compliance Management System

7.1 Supplier shall adopt this code and appoint a senior member of management who shall be responsible for compliance with this Code.

7.2 Supplier are expected to communicate this Code to all employees.

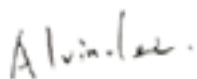
7.3 Supplier are expected to communicate this Code to their own Supplier. This Code also applies to any sub-contractor(s) to the Supplier, providing goods or services. Supplier are fully responsible for ensuring compliance by any such sub-contractor(s). FINELINE reserves the

right to audit the Supplier' sub-contractors for compliance this Code of Conduct and Supplier' sub-contractors will accommodate FINELINE audit as required.

7.4 Supplier allow FINELINE and/or any of its representatives or agents to access to their facilities and all relevant records associated with the products and services provided to FINELINE. Supplier and FINELINE will establish a mutually agreeable date and time for access. However, risks to FINELINE business may require immediate access to the products, services and associated records, therefore Supplier will accommodate FINELINE access as required. Supplier also agree to cooperate with FINELINE to investigate any allegations of wrongdoing, misconduct or corruption.

7.5 Supplier shall promptly report to FINELINE notice of known breach of this Code and implement a corrective action plan to solve the non-compliance within a specified time period (furnished to FINELINE in writing). If Supplier fail to meet the corrective action plan commitment, FINELINE may terminate the business relationship, including suspending placement of future orders and potentially terminating current production. FINELINE reserves the right to hold Supplier responsible for reasonable costs of investigating non-compliance.

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THINK GLOBAL, BE LOCAL

fineline-global.com

OUR VISION

To be the leading service provider to the electronic industry. We are committed to be innovative, customer focused, diversified and be a great place to work at.

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