



Universal Electronics Inc.

Global Supplier Code of Conduct

Dear Supplier:

At Universal Electronics Inc. and all its affiliated companies (collectively "UEI"), we believe that acting ethically is not only the right thing to do, but also the right thing to do for our business. To that end, UEI has developed this Global Supplier Code of Conduct (hereinafter "Code of Conduct" or "Code") to clarify our global expectations in the areas of fair dealings, legal compliance, business integrity, labor practices, health and safety, and environmental management. Suppliers, vendors, contractors, consultants, agents and other providers of goods and services ("Supplier") who do any business or may do any business with UEI, are expected to follow this Code of Conduct.

UEI is a member of the Responsible Business Alliance ("RBA") and is committed to finding solutions to common concerns in our industry in the areas of labor and human rights, health and safety, the environment and ethics. As a member of the RBA, we have agreed to comply with the RBA Code of Conduct and to ask our Suppliers to adopt the RBA Code of Conduct or similar principles. The RBA Code of Conduct may be accessed at <http://www.responsiblebusiness.org/standards/code-of-conduct/>.

Supplier's Responsibilities and Obligations

- 1. *No Forced and Compulsory Labor*** – Supplier must respect fundamental human rights. Supplier must not employ any laborers or employees whose service for Supplier is either involuntary or forced (including but not limited to indentured or forced labor and prison workers, debt bondage, slavery or trafficking). This includes transporting, harbouring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. No unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company provided facilities including, if applicable, workers' dormitories or living quarters shall be approved.
- 2. *Hiring*** - Supplier should provide all workers with a written employment agreement in their native language that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Supplier or any third parties acting on his behalf or on his favour, may not hold, conceal, or confiscate identity documents, such as government-issued identification, passports, or work permits. Employers can only hold documentation if such holdings are required by law. In this 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 any such fees are found to have been paid by workers, such fees shall be repaid to the worker.
- 3. *Working Hours*** – Supplier shall comply with all laws and regulations regarding working hours and wages. Supplier must not require its employees to work beyond the maximum number of hours allowed by applicable laws (either daily or weekly); all overtime work shall be



compensated accordingly based on applicable laws. A workweek shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime shall be voluntary. Workers shall be allowed at least one day off every seven days. Deductions from wages as a disciplinary measure shall not be permitted.

- 4. No Child Labor** – Supplier shall adhere to the minimum employment age limit defined by national law or regulation. Supplier must not employ “child labor.” Child labor shall not be used in any stage of manufacturing. The term “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 or safety, including night shifts and overtime. Supplier must comply with the Worst Forms of Child Labour Convention adopted by the International Labour Organization (ILO) in 1999 as ILO Convention No 182, and the Convention Concerning Minimum Age for Admission to Employment adopted by the International Labour Organization (ILO) in 1973 as ILO Convention No 138. 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 laws and regulations. Supplier shall implement an appropriate mechanism to verify the age of 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. If child labor is identified, assistance/remediation shall be provided.
- 5. Fair Working Conditions** – Supplier shall adhere to the statutory regulations on fair working conditions. Supplier should establish good hiring and working conditions and maintain open communication with its employees.
- 6. Wage and Benefits** – Supplier must comply with all applicable laws relating to wage, salary, and employee benefits. These laws include but are not limited to minimum wage, overtime wage, piece-rate wage, break time and other laws relating to compensation and mandatory social insurance. Supplier should also provide all legally mandated employee benefits. All workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. Workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted.
- 7. Prohibition of Discrimination and Harassment** – Supplier should hire and promote its employees based on merits. Supplier must not discriminate or harass its employees or prospective employees based on any of the following categories: race, ethnicity, religion, age, nationality, gender, marital status, political affiliation, sexual orientation, disability, and any other legally protected characteristics. Supplier shall commit to a workplace free of harassment and unlawful discrimination. There shall be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers. Workers shall be provided with reasonable accommodation for religious practices and disability. In addition, workers or potential workers should not be subjected to medical tests (unless such medical test is



mandatory according to an applicable legislation), including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

- 8. Health and Safety** – Supplier must provide its employees with a safe workplace and environment in compliance with all applicable laws. In connection with such obligation, Supplier must maintain and adhere to effective policies relating to at least the following areas: workplace safety, accident prevention and investigation, hazardous material safety, and ergonomics. If Supplier provides housing for its employees, the housing facility shall also comply with all health and safety laws and regulations. Supplier shall proactively manage health and safety risks to provide an incident-free environment where its employees can feel comfortable working or living.
- 9. Occupational Health and Safety** – Worker potential for exposure to health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, and fall hazards, etc.) shall be identified and assessed, mitigated using the hierarchy of controls. Where hazards cannot be adequately controlled by these means, workers shall be provided with appropriate, well-maintained, personal protective equipment, and educational materials about risks to them associated with these hazards. Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working conditions, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.
- 10. Emergency Preparedness** – Potential emergency situations and events shall be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills. Emergency drills shall be executed at least annually or as required by local law, whichever is more stringent. Emergency plans shall also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.
- 11. Occupational Injury and Illness** – Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate the return of workers to work. Supplier shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.
- 12. Industrial Hygiene** – Worker exposure to chemical, biological, and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls. When hazards cannot be adequately controlled, workers shall be provided with and use appropriate, well-maintained, personal protective equipment free of charge. Supplier shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. Supplier shall provide occupational health monitoring to routinely evaluate if workers' health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.
- 13. Training and Communication** - Supplier shall provide workers with appropriate policies, practices, expectations, and performance to workers, including workplace health and safety



information and training, combating forced labour and trafficking training, in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards, forced labor and human trafficking. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Workers shall be encouraged to raise any concerns, provide grievance, or receive feedback without fear of reprisal or retaliation, through relevant communication whistleblowing (ethics line) channels.

- 14. Freedom of Association and Collective Bargaining** – Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. In alignment with these principles, Supplier shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.
- 15. Compliance with Laws, Regulations and Foreign Trade Laws** – Supplier shall comply with all applicable laws and regulation of the country of its operation and shall be mindful of any updates to such laws and regulations. Supplier should also be aware of and comply with those international conventions which may impose higher standards than the local laws. Adequate procedures must be used by Supplier to ensure that transactions with third parties do not violate current economic embargos regulations of trade, import and export control regulations for the prevention of terrorism financing.
- 16. Environmental Protection and Management** – Supplier shall conduct its operation with an aim at protecting the environment. At a minimum, Supplier must comply with all applicable environmental laws and regulations (including but not limited to management and disposal of hazardous materials, recycling, waste water processing and disposal, gas emission, and related environmental certifications and reporting mandates). Supplier must comply with any additional requirements relating specifically to the products supplied by Supplier to UEI, as these requirements may be provided in product specifications or contract documents between the parties. Supplier shall institute effective monitoring and control for environmental risk factors, and Supplier should continuously strive to improve such monitoring and control mechanisms.

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

The environmental standards are:

- *Environmental Permits and Reporting*



All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

- *Pollution Prevention and Resource Reduction*

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

- *Hazardous Substances*

Chemical 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.

- *Wastewater and Solid Waste*

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

- *Air Emissions*

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

- *Materials Content Restrictions*

All applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, including labelling for recycling and disposal are fully supported by UEI.

- *Energy Consumption and Greenhouse Gas Emissions*

Supplier shall manage and monitor their operations on energy consumption and greenhouse gas (GHG) emissions year to year and to provide this information to UEI when requested in order to meet applicable laws and regulations.

We also encourage that energy consumption and all relevant Scopes 1, 2 and 3 greenhouse gas emissions are tracked, documented, and publicly reported against the greenhouse gas reduction goal.

We encourage that our Suppliers look for methods to improve their energy efficiency and methods to minimize their energy consumption and greenhouse gas emissions.

17. Ethical Conduct and Protection Against Bribery and Corruption – UEI is committed to conducting business legally and ethically and expects its suppliers to adhere to the same high level of ethical standards. Corrupt arrangements or corruption with customers, vendors, suppliers, and government officials are strictly prohibited. “Corruption” refers to obtaining, or attempting to obtain, a personal benefit or business advantage through improper or illegal means. “Bribery” refers to a financial or other advantage given or received etc., with the intention of inducing or



rewarding the improper performance of a relevant function or activity. Supplier is prohibited from providing or offering bribe/corruption, gifts, or any other benefits to UEI employees that could inappropriately influence UEI's business decisions or gain an unfair advantage. Supplier shall only grant benefits (such as donations or sponsorship) to the extent permitted by applicable laws. Further, Supplier shall abide by the requirements set forth in the Universal Electronics Inc.'s Global Supplier Anti-Corruption Policy.

The Supplier should notify UEI if any of its employees' family members work for UEI, have a financial interest in UEI, or have any kind of past or present business relationship with UEI. To better ensure that such notifications occur, Suppliers should have policies regarding conflicts arising from personal relationships.

- 18. *Protection of Confidential Information and Intellectual Property*** – Supplier shall protect all confidential information from authorized disclosure and misuse, and shall comply with at least (i) any non-disclosure agreements it has with UEI, and (ii) the applicable laws governing the protection of trade secrets. In addition, Supplier shall respect and protect any type of intellectual property whether such intellectual property belongs to UEI or any other third parties.
- 19. *Fair Competition*** – Fair and unrestricted competition is a core element of a free economy. Therefore, Supplier shall refrain from entering into restrictive agreements with competitors, suppliers, distributors, retailers and customers as well as from restrictive market practices. This includes, but is not limited to, agreements with competitors about prices, agreements about market allocation by customers or regions with competitors, as well as the unlawful exchange of competitively sensitive information with competitors.
- 20. *Continuing Compliance, Record Keeping and Audit*** – This Code is an integral part of the business relationship between UEI and Supplier, and its incorporate into the master supply agreement Supplier has with UEI (if applicable). Supplier has an ongoing obligation to comply with the standards set forth in this Code, Supplier shall also ensure that its employees who perform activities for UEI are aware of and are in compliance with the abovementioned Codes. Supplier shall maintain adequate records relating to its compliance with the Code. Suppliers shall be responsible for complying with the requirements set forth in the Code of Conduct and shall conduct periodic internal reviews, inspections, and audits, including risk-based due diligence to safeguard against the risk of forced labour, to ensure their compliance with the Code. UEI has the right to ensure, by means of an audit, that suppliers comply with this Code. Evidence of inconsistent compliance with this Code may have consequences mentioned in Section 21 below.

Suppliers shall raise awareness among relevant employees to ensure adherence to this Code. No code or policy can anticipate every situation that may arise. However, UEI expects its Suppliers to exercise independent professional judgment and to deter wrongdoing in the conduct of all duties and responsibilities on behalf of UEI. Suppliers have a responsibility to understand and follow this Code. In addition, all Suppliers are expected to perform their work with honesty and integrity in any areas not specifically addressed by the Code.

Supplier shall establish a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.

Supplier shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.



- 21. *Violations and UEI's Remedies*** – If violations to the Code or evidence inconsistent with its compliance are discovered at any time, UEI reserves the right to respond in a manner appropriate to the severity of the violation. UEI may, among other available remedies, stop doing business with Supplier, revoke Supplier's vendor qualification, assert claims for damages, or terminate the existing contract with Supplier without further notice. For more serious violations, UEI may also report the violation to the relevant authority for prosecution. Supplier further agrees to hold UEI harmless and indemnify UEI from liabilities, damages, or fines incurred by UEI resulting from Supplier's violations of the Code of Conduct.
- 22. *Reporting Violations*** – Reporting or notifications to UEI pursuant to this Code or evidence inconsistent with its compliance can be made through the following channels: Via UEI's ethics reporting portal found at <https://ethicsline.uei.com> (the "Ethics Line"). The Ethics Line is available 24 hours a day, 7 days a week and is available in different languages. Supplier can make anonymous reports to the Ethics Line to the extent allowed by law.

For any questions, please contact UEI's Global Compliance team at globalcompliance@uei.com



Supplier's Acknowledgement

Supplier hereby represents and warrants as follows: It has reviewed and understood this Code of Conduct in its entirety. As a trusted supplier of UEI, in addition to adhering to all contractual obligations with UEI, Supplier will adhere to all aspects of this Code. Supplier will also timely correct any violations and noncompliance. By signing, Suppliers commit to comply with the content of this Code of Conduct.

Company Name of Supplier: _____

Address: _____

Authorized Signature: _____

Name of Signing Person: _____

Title of Signing Person: _____

Date: _____

Company Chop (if applicable)