

Supplier Code of Conduct (Germany)

Preface

Ingram Micro Distribution GmbH (“**Ingram Micro**”) strives to operate in a responsible manner, reduce and mitigate risk, and improve continuously. The way we conduct business is as important as the products and services we provide. Accordingly, Ingram Micro will only do business with suppliers, contractors, and consultants (collectively “**Suppliers**”) who comply with applicable laws, rules, and regulations (collectively “**applicable laws**”) and commit to our standards of business conduct, as set forth in this Supplier Code of Conduct (“**Code**”). Ingram Micro expects that Suppliers, their employees, sub-suppliers and any other parties involved with the execution of Ingram Micro work, similarly comply with applicable laws and commit to the standards set forth in this Code.

The Responsible Business Alliance (“**RBA**”), formerly the Electronic Industry Citizenship Coalition (“**EICC**”), Code of Conduct establishes standards to ensure that working conditions in the electronics industry, or industries in which electronics are a key component, and its supply chains are safe, that workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.

Ingram Micro has adapted RBA’s latest Code of Conduct, Version 7.0 to create this Code for Ingram Micro’s supply chain. The Code reflects applicable laws, in particular supply chain due diligence laws, and widely accepted international human rights frameworks and charters. Moreover, the Code outlines Ingram Micro’s human rights- and environment-related requirements and expectations as described in the Policy Statement on the Human Rights Strategy and the associated implementation of these principles based on Ingram Micro’s human rights and environment risk assessment. Ingram Micro’s Suppliers should regard the Code as a total supply chain initiative. Ingram Micro expects Suppliers to require its next tier suppliers to acknowledge and implement the Code and to appropriately address Ingram Micro’s human rights- and environment-related expectations along the entire supply chain.

Fundamental to adhering to the Code is the understanding that a business, in all of its activities, must operate in compliance with the laws, rules, and regulations of the countries in which it operates.¹ The Code also encourages Suppliers to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility and business ethics. In no case can complying with the Code violate local laws. If there are differing standards between this Code and local law, Ingram Micro defines conformance as meeting the strictest requirements. In alignment with the UN Guiding Principles on Business and Human Rights, the provisions in this Code are derived from and respect internationally recognized standards including the ILO Declaration on Fundamental Principles and Rights at Work, the UN Universal Declaration of Human Rights and the UN Sustainability Development Goals (SDGs) and all applicable supply chain due diligence laws.

Ingram Micro is committed to obtaining regular input from stakeholders in the continued development and implementation of the Code. We encourage stakeholders to provide input.

The Code is made up of seven sections. Sections A, B, and C outline standards for Labor, Health and Safety, and the Environment, respectively. Section D adds standards relating to business ethics. Section E outlines the elements of an acceptable system to manage conformity to this Code. Section F defines the Whistleblower system. Section G covers the Contractual remedies.

We appreciate our Suppliers’ commitment to responsible business practices. Ingram Micro may unilaterally adjust the Code even after conclusion of the contract if there is a factual reason (such as changed legal requirements or a substantially changed or substantially expanded risk situation). Ingram Micro will inform the Supplier about such change.

¹ The Code is not intended to create new and additional third-party rights, including for workers.

A. LABOR

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. Suppliers undertake to use appropriate efforts to comply with applicable human rights laws including the protected legal positions under applicable supply chain due diligence legislation and the German Supply Chain Due Diligence Act (please refer to [Annex 1](#) for a list of the protected legal positions), in all business locations. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. The recognized standards, as set out in the References, were used in preparing the Code and may be useful sources of additional information.

The labor standards are:

1) **Freely Chosen Employment**

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery, practices akin to slavery, serfdom or other forms of domination or oppression on the workplace including extreme economic or sexual exploitation or trafficking of persons is not permitted (cf. ILO Conventions No. 29 and 105 and the International Covenant of 19 December 1966 on Civil and Political Rights). This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be 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. As part of the hiring process, all workers must be provided 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 and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. 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. Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration 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.

2) **No Child Labor**

Child labor is not to 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 (cf. ILO Convention No. 138). Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety or morals, including night shifts and overtime. Other worst forms of child labor for young workers as defined in Article 3 of Convention No. 182 of the International Labour Organization of 17 June 1999 are equally forbidden. Suppliers 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. Suppliers shall provide appropriate support and training to all student 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 is provided.

3) **Working Hours**

Studies of business practices clearly link worker strain to reduced productivity, increased turnover, and increased injury and illness. Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 48 hours per week, including overtime, except in emergency or unusual situations. All overtime must be voluntary. Workers shall be allowed at least one day off every seven days.

4) Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits to grant an adequate living wage. In compliance with local laws, 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. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

5) Humane Treatment

There is to 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.

6) Non-Discrimination/Non-Harassment

Suppliers should be committed to a workplace free of harassment and unlawful discrimination. Unless this is justified by the requirements of the employment, Suppliers shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or social or national origin, disability, pregnancy, religion, political affiliation or political opinion, union membership, covered veteran or health status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Unequal treatment includes in particular unequal remuneration for work of equal value. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way. This was drafted in consideration of ILO Discrimination (Employment and Occupation) Convention (No.111).

7) Freedom of Association

In conformance with local law, Suppliers 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. 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. Suppliers refrain from unjustified discrimination and retaliation based on the formation, joining or membership of a trade union. Trade unions are free to operate in accordance with applicable law of the place of employment, which includes the right to strike.

B. HEALTH AND SAFETY

The health and safety of employees along the supply chain is important for Ingram Micro. Suppliers recognize that in addition to minimizing 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 recognize that ongoing worker input and education are essential to identifying and solving health and safety issues in the workplace.

Suppliers undertake to introduce appropriate and sufficient safety standards for the workplace, the workstation and the work equipment. The health and safety standards are:

1) Occupational Safety

Worker potential for exposure to health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, and fall hazards, etc.) are to be identified and assessed, mitigated using the Hierarchy of Controls, which includes eliminating the hazard, substituting processes or materials, controlling through proper design, implementing engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and providing ongoing occupational health and safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment, and educational materials about risks to them associated with these hazards. Suppliers prevent excessive physical and mental fatigue through appropriate work organization in terms of

working hours and rest breaks. Reasonable steps must also be taken to remove pregnant women and nursing mothers from working conditions with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers, including those associated with their work assignments, and provide reasonable accommodations for nursing mothers.

2) Emergency Preparedness

Potential emergency situations and events are to 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 must be executed at least annually or as required by local law, whichever is more stringent. Emergency plans should 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.

3) Occupational Injury and Illness

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, 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.

4) Industrial Hygiene

Worker exposure to chemical, biological, and physical agents is to be identified, evaluated, and controlled according to the Hierarchy of Controls. If any potential hazards were identified, Suppliers shall look for opportunities to eliminate and/or reduce the potential hazards. If elimination or reduction of the hazards is not feasible, potential hazards are to be controlled through proper design, engineering, and administrative controls. When hazards cannot be adequately controlled by such means, workers are to be provided with and use appropriate, well-maintained, personal protective equipment free of charge. Protective programs shall be ongoing and include educational materials about the risks associated with these hazards.

5) Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled. Suppliers prevent excessive physical and mental fatigue through appropriate work organization in terms of working hours and rest breaks.

6) 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 presents an injury hazard to workers.

7) Sanitation, Food, and Housing

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Supplier or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting and heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

8) Health and Safety Communication

Suppliers shall provide workers with appropriate workplace health and safety information and 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. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training is provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

9) Harmful environmental impacts

Suppliers refrain from causing harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water,

makes it difficult to access sanitary facilities or destroys them or harms the health of person.

10) Use of land, forests and waters

Suppliers do not complicit in unlawful eviction or taking of land, forests and waters in the acquisition, the development or other use of land, forests and waters, the use of which secures the livelihood of a person.

11) Security Personnel

Suppliers should not hire or use public or private security forces for protection of Business Partners projects without proper super supervision and training to avoid torture, cruel, inhumane or degrading treatment, risks for life and limb or impairments of the freedom of associations.

C. ENVIRONMENT

Suppliers recognize that environmental responsibility is integral to producing world-class products. Suppliers shall with reasonable efforts identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources within their manufacturing operations, while safeguarding the health and safety of the public as required by applicable supply chain due diligence laws.

The environmental standards to be obeyed with risk based and appropriate measures are:

1) 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.

2) Pollution Prevention and Resource Reduction

Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals, and virgin forest products, is to be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

3) Hazardous Substances

Suppliers agree to support the elimination of materials and methods that pose environmental and health risks (or hazards) and agree to work to minimize the impact of their operations and that of their own suppliers on the environment. Suppliers comply with the Minamata Convention on Mercury and the Stockholm Convention on Persistent Organic Pollutants. Chemicals, waste, and other materials posing a hazard to humans or the environment are to be identified, labeled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal. Suppliers will handle waste in accordance with the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste.

4) Solid Waste

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous).

5) Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations are to be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone- depleting substances are to be effectively managed in accordance with the Montreal Protocol and applicable regulations. Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

6) Materials Restrictions

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

7) Water Management

Suppliers shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Suppliers shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

8) Energy Consumption and Greenhouse Gas Emissions

Suppliers are to establish a corporate-wide greenhouse gas reduction goal. Energy consumption and all relevant Scopes 1 and 2 greenhouse gas emissions are to be tracked, documented, and publicly reported against the greenhouse gas reduction goal. Suppliers are to look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

D. ETHICS

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

1) Business Integrity

The highest standards of integrity are to be upheld in all business interactions. Suppliers shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement.

2) No Improper Advantage

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given, or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring, record keeping, and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

3) Disclosure of Information

All business dealings should be transparently performed and accurately reflected on the Supplier's business books and records. Information regarding Supplier's labor, health and safety, environmental practices, 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.

4) Intellectual Property

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

5) Fair Business, Advertising and Competition

Standards of fair business, advertising, and competition are to be upheld.

6) Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity, and protection of supplier and employee whistleblowers² are to be maintained, unless prohibited by law. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

7) Responsible Sourcing of Minerals

Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the

² Whistleblower definition: Any person or their representatives (such as NGOs or workers unions) who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body or human rights- and environmental-related risks or violations along the supply chain.

tantalum, tin, tungsten, and gold in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict- Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

8) Privacy

Suppliers are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

E. MANAGEMENT SYSTEMS

Suppliers shall adopt or establish appropriate steps and measures (e.g., management system) with a scope that is related to the content of this Code. The appropriate steps and measures (e.g., management system) shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier'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 appropriate steps and measures (e.g., management system) could contain the following elements as appropriate:

1) Company Commitment

Corporate social and environmental responsibility policy statements affirming Supplier's commitment to compliance and continual improvement, endorsed by executive management, and posted in the facility in the local language.

2) Management Accountability and Responsibility

The Supplier clearly identifies senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management systems on a regular basis.

3) Legal and Customer Requirements

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

4) Risk Assessment and Risk Management

A process to identify the legal compliance, human rights and environmental, health and safety³ and labor 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. The Risk Management should be directed at preventing, mitigating and ending identified risks or violations.

5) Improvement Objectives

Written performance objectives, targets and implementation plans to improve the Supplier's social, environmental, and health and safety performance, including a periodic assessment of Supplier's performance in achieving those objectives.

6) Training

Programs for training managers and workers to implement Supplier's policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements. Ingram Micro undertakes reasonable endeavors to offer appropriate and regular training to suppliers and their employees (own resources or via third parties or industry initiatives) on the human rights- and environment-related expectations and this Code. The supplier shall undertake reasonable endeavor to ensure that its employees participate in the training.

7) Communication

³ Areas to be included in a risk assessment for environmental health and safety are production areas, warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing/dormitories.

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

8) Worker Feedback, Participation and Grievance

Ongoing processes, including an effective grievance mechanism, to assess workers' understanding of and obtain feedback on or violations against practices and conditions covered by this Code and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

9) Audits and Assessments

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

10) Corrective Action Process

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

11) 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.

12) Supplier Responsibility

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

F. SPEAK UP

Ingram Micro encourages open communication and fosters a speak-up culture with the goal of promptly identifying and addressing any shortcomings and preserving public trust.

One of Ingram Micro's key principles is called "Sunshine Rule", which is based on the notion that bringing issues forward is the best way of addressing them. Shining a light on potential violations allows us an opportunity to correct them. To promote speak-up culture, Ingram Micro has a zero-tolerance policy for retaliation and will protect anyone for voicing concerns in good faith. This applies to both employees and external reporters, even if the report is subsequently found to be unsubstantiated. Ingram Micro will not tolerate retaliation against Suppliers including indirect suppliers and their employees and those who may otherwise be directly affected of economic activities along the supply chain. Ingram expects Business Partners to also apply a "no-retaliation" policy.

To ensure the highest ethical standards, Ingram Micro encourages employees and Suppliers including indirect suppliers and their employees and those who may otherwise be directly affected of economic activities along the supply chain to report violations of the law or our Code of Conduct or risks for human rights or the environment.

Suppliers including indirect suppliers and their employees and those who may otherwise be directly affected of economic activities along the supply chain may use the following reporting channel:

- Ingram Micro Hotline:

<https://secure.ethicspoint.com/domain/media/en/gui/92658/index.html>

- Via email:

SupplyChainAct-Germany@ingrammicro.com

- Via mail:

Ingram Micro Distribution GmbH
Attn: Product Compliance Department
Heisenbergbogen 3
85609 Dornach b. Aschheim/Munich

Likewise, Ingram Micro expects Suppliers to inform Ingram Micro of any violation of this Code relating to goods or services provided to Ingram.

In addition, Suppliers shall inform Ingram Micro about a significantly changed risk situation in their company or supply chain. Such significantly changed risk situations concern in particular:

- (i) changes in the supply chain of the supplied products or services (potentially) giving rise to new human rights- and environment-related risk or violations (e.g. new subcontractors located in high-risk countries) and
- (ii) changes in the company structure, manufacturing and production process or management (potentially) giving rise to new human rights- or environment-related risks or violations (e.g. new premises or production sites in high-risk countries).

G. CONTRACTUAL REMEDIES

Ingram Micro expects a collaborative approach from Suppliers by providing support in investigating potential violations of the Code and mitigating or ending detected violations. Ingram Micro will search for amicable solution which may encompass appropriate cost sharing agreements.

If a violation of the Code, in particular of a protected legal position under the German Supply Chain Due Diligence Act, has occurred, Supplier shall take action to support Ingram Micro in timely mitigating or ending the violation by appropriate means. This may comprise in particular the joint development of and (joint) implementation of a concept comprising a concrete timetable to mitigate or end such violation without undue delay.

If the violation is neither terminated nor other remedial action is not taken within a grace period to be set by Ingram Micro and appropriate evidence thereof is provided, Ingram Micro may terminate the contract with immediate effect.

Notwithstanding the foregoing, Ingram Micro may terminate with immediate effect any contract with the Supplier and discontinue the entire business relationship with the Supplier if

- (a) the violation of a protected legal position or an environmental obligation is assessed as very serious,
- (b) the implementation of the measures elaborated in the concept does not remedy the situation after the expiry of the time specified in the concept,
- (c) no other less severe means are available, and
- (d) an increase in the level of influence does not appear promising.

Following such termination, the Supplier shall not be entitled to any claims for compensation for services not yet rendered. Furthermore, any claims for damages or other claims arising from or in connection with such termination shall be excluded.

The right to assert claims for damages by Ingram Micro shall remain unaffected.

Suppliers are obliged to appropriately document compliance with this Code and keeping respective documentation for at least seven years. Suppliers must provide such documentation upon Ingram Micro's request.

Ingram Micro reserves the right to verify Supplier's compliance with the Code, in particular with regard to human rights- and environment-related requirements and expectations. This verification may take the form of written or on-site audits at Supplier's premises and production sites. On-site audits may involve the deployment of Ingram Micro personnel or third party experts. Upon request by Ingram Micro, Suppliers shall use their best efforts to enable the performance of audits at premises and production sites of their contractors and subcontractors.



Suppliers shall appropriately pass-on the requirements of this Code along their supply chain to their suppliers and oblige them to do the same.

REFERENCES

The following standards were used in preparing this Code and may be useful sources of additional information. The following standards may or may not be endorsed by each Supplier.

Dodd-Frank Wall Street Reform and Consumer Protection Act
<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>

Eco Management & Audit System http://ec.europa.eu/environment/emas/index_en.htm

Ethical Trading Initiative www.ethicaltrade.org/

ILO Code of Practice in Safety and Health
www.ilo.org/public/english/protection/safework/cops/english/download/e000013.pdf

ILO International Labor Standards
www.ilo.org/public/english/standards/norm/whatare/fundam/index.htm

ISO 14001 www.iso.org

National Fire Protection Association www.nfpa.org

OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas <https://www.oecd.org/daf/inv/mne/OECD-Due-Diligence-Guidance-Minerals-Edition3.pdf>

OECD Guidelines for Multinational Enterprises
<http://www.oecd.org/investment/mne/1903291.pdf>

Universal Declaration of Human Rights <https://www.un.org/en/universal-declaration-human-rights/>

United Nations Convention Against Corruption
<https://www.unodc.org/unodc/en/treaties/CAC/> United Nations Convention on the Rights of the Child <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

United Nations Convention on the Elimination of All Forms of Discrimination Against Women <https://www.ohchr.org/EN/ProfessionalInterest/Pages/CEDAW.aspx>

United Nations Global Compact www.unglobalcompact.org

United States Federal Acquisition Regulation www.acquisition.gov/far/ SA 8000
<https://sa-intl.org/programs/sa8000/>

Social Accountability International (SAI) www.sa-intl.org

ANNEX 1

List of protected human and environmental rights under the German Supply Chain Due Diligence Act

1. Convention No. 29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour
2. Protocol of 11 June 2014 to Convention No. 29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour
3. Convention No. 87 of the International Labour Organization of 9 July 1948 concerning Freedom of Association and Protection of the Right to Organise, as amended by the Convention of 26 June 1961
4. Convention No. 98 of the International Labour Organization of 1 July 1949 concerning the Application of the Principles of the Right to Organise and to Bargain Collectively, as amended by the Convention of 26 June 1961
5. Convention No. 100 of the International Labour Organization of 29 June 1951 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value
6. Convention No. 105 of the International Labour Organization of 25 June 1957 concerning the Abolition of Forced Labour
7. Convention No. 111 of the International Labour Organization of 25 June 1958 concerning Discrimination in Respect of Employment and Occupation
8. Convention No. 138 of the International Labour Organization of 26 June 1973 concerning the Minimum Age for Admission to Employment
9. Convention No. 182 of the International Labour Organization of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour
10. International Covenant of 19 December 1966 on Civil and Political Rights
11. International Covenant of 19 December 1966 on Economic, Social and Cultural Rights
12. Minamata Convention on Mercury of 10 October 2013 (in particular relevant sections on the prohibition of: the manufacturing of mercury-added products, the use of mercury and mercury compounds in specific manufacturing processes pursuant to Article 5 (2) and Annex B Part I from the phase-out date specified in the Convention for the respective products and processes and the treatment of mercury waste contrary to the provisions of Article 11 (3))
13. Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants in the version of Regulation (EU) 2019/1021 and as last amended (2020) (in particular relevant sections on the prohibition of: the production and use of chemicals pursuant to Article 3 (1) (a) and Annex A, the handling, collection, storage and disposal of waste in a manner that is not environmentally sound)
14. Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal in the version of as last amended (20134)
15. Regulation (EC) No 1013/2006 on shipments of waste as last amended (2020)