

# GlobalFoundries' Supplier Code of Conduct

## 1. Purpose and Scope

At GlobalFoundries, we are committed to ethical and responsible business practices in everything we do. Innovation, responsibility and accountability are fundamental to our company identity, and these principles are the foundation of our business and our relationships with suppliers. Our corporate responsibility report can be found at Corporate Responsibility | GlobalFoundries (gf.com)

Maintaining a responsible, resilient and secure supply chain is a priority for GlobalFoundries. To do so, we work with suppliers who share our principles, ethical business practices and environmental sustainability. GlobalFoundries' Supplier Code of Conduct reflects the essential business behavior requirements we expect from all our suppliers in order to enable mutually beneficial relationships and GlobalFoundries requires all its suppliers to operate in compliance with the environmental protection, occupational safety, social and labor conditions and other health and safety requirements as outlined in this Supplier Code of Conduct.

Each of our suppliers shall ensure that their affiliates, contractors and subcontractors also comply with all requirements described herein.

[GlobalFoundries' Code of Conduct](#) and [GlobalFoundries' Global Human Rights Policy](#) are aligned with the Responsible Business Alliance Code of Conduct ("RBA Code") which is a set of globally recognized social, environmental and ethical industry standards. The RBA Code is available at <https://www.responsiblebusiness.org/>.

GlobalFoundries requires suppliers and their subcontractors to conform to all requirements of the RBA Code. Supplier shall ensure that its employees, agents and subcontractors understand and comply with the RBA Code.

This includes that supplier

- provide self-assessment information regarding supplier RBA Code conformity as requested by GlobalFoundries and
- agree to conduct independent third-party audits such as RBA VAP (Validated Assessment Program) audits when requested by GlobalFoundries to demonstrate supplier conformity to the RBA Code.

## 2. Compliance with Laws and Regulations

GlobalFoundries requires suppliers to comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations when providing goods or services to GlobalFoundries.

In addition, our suppliers are required to comply with all GlobalFoundries' environmental, health, safety, business, and security (including without limitation electronic information security) policies, procedures and programs which have been communicated to the supplier.

## 3. Business Partner Information

GlobalFoundries is committed to protecting business partner information that is sensitive, privileged or confidential just as carefully as our own. Only those who have a need to know should

have access to confidential information. In addition, we will take the steps necessary to ensure that our business partners protect GlobalFoundries' confidential information provided to them.

Therefore, GlobalFoundries requires a non-disclosure agreement (NDA) to protect us and our suppliers before confidential information is exchanged. NDAs are required in particular when:

- Supplier employees or its subcontractors require access to GlobalFoundries' facilities or network, except for approved visitors.
- Supplier will be involved in a Sourcing Event / Request for Quotation (RFQ).
- Supplier engagement requires a contract.
- Technical and business data is shared
- Customer data, when allowed by the customer, must be shared.

The non-disclosure agreement must have the appropriate language and cover the full scope of the information shared.

All GlobalFoundries' customer information, intellectual property and other confidential and proprietary information, some of which may be material, non-public information, will need to be treated with the same care as required by the [GlobalFoundries' Code of Conduct](#). The supplier is at no time entitled to engage in any securities transactions or assist others in doing so while in possession of material, non-public information of GlobalFoundries (i.e., insider trading, including stock tipping). Respective confirmation is required to be signed by each contractor within the official onboarding process. The supplier is at no time entitled to engage in any securities transactions or assist others in doing so while in possession of material, non-public information of GlobalFoundries (i.e., insider trading, including stock tipping). Respective confirmation is required to be signed by each contractor within the official onboarding process.

Any collection, processing, and use of personal data (information relating to individuals) must be

conducted lawfully, and with the review of a Data Privacy Officer. In every jurisdiction where GlobalFoundries does business, personal data must be kept confidential and maintained as required by various applicable laws, such as the European General Data Protection Regulation (GDPR) as an example.

When supplier shares employee data with GlobalFoundries, the supplier represents and warrants it has obtained the agreement of the supplier's employees, agents and sub-contractors to release any customary business contact information that may be used to identify them to GlobalFoundries and allows GlobalFoundries to use, disclose and transmit such information in connection with suppliers services or products provided and/or subsequent business activities,

#### 4. Labor and human rights

GlobalFoundries is committed to protecting fundamental human rights. [GlobalFoundries' Global Human Rights Policy](#) formalizes our commitment to respecting human rights, in our own operations and in our supply chain. We respect and treat human rights with high priority by incorporating the following principles into our operations, and require the same from our suppliers:

- Prohibiting forced labor, child labor, and human trafficking
- Setting clear standards on
  - Working hours, wages, and benefits
  - Respect, diversity, anti-harassment, anti-discrimination
  - Safety and wellbeing
  - Freedom of association and privacy
  - Environmental stewardship
  - Supplier responsibility

GlobalFoundries must document to regulatory authorities that we do not use forced labor in our own operations and exercise due diligence to ensure there is no forced labor in our own operations or our supply chain.

Regulations include, but are not limited to:

- The Countering America's Adversaries Through Sanctions Act (CAATSA), which creates a presumption that all North Korean labor is forced labor. As a result, GlobalFoundries suppliers must ensure they do not use North Korean labor, report any instances of such use, and communicate these expectations to their own suppliers.
- Uyghur Forced Labor Prevention Act (Public Law No. 117-78) which creates a rebuttable presumption that goods mined, produced or manufactured wholly or in part in China's Xinjiang Uyghur Autonomous Region (XUAR, or Xinjiang) or by certain entities are prohibited from import under Section 307 of the Tariff Act of 1930 as forced labor goods.
- US Customs and Border Protection (CBP) Withhold Release Orders related to forced labor.
- German Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains, which introduces a legal requirement for supply chain human rights due diligence.
- California Transparency in Supply Chains Act.

GlobalFoundries is committed to the principles of equal employment opportunity. Moreover, as a government contractor subject to Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, GlobalFoundries has developed an Equal Employment Opportunity and Affirmative Action Program and related policies to ensure equal employment opportunities to all qualified applicants and employees without regard to sex, gender identity and expression, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required. Our EEO/AA policy outlines our non-discrimination principles, which apply (but are not limited) to, the following employment practices:

- Recruitment, advertisement or solicitation for employment, hiring, placement
- Selection for training, including internships and apprenticeship
- Promotion, transfer, upgrading, demotion, layoff or termination decisions
- Rate of pay or other form of compensation including benefits, tuition assistance, social and recreational programs, etc.

GlobalFoundries requests the cooperation of our subcontractors, vendors and suppliers in our equal opportunity and affirmative action efforts and expects them to take appropriate action in ensuring their compliance with equal opportunity, non-discrimination and affirmative action regulations.

Suppliers, vendors or subcontractors may be subject to the regulations implemented by Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, including: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 41 CFR Part 60-2, 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.

As applicable, suppliers must abide by these requirements which require that covered entities not discriminate and take affirmative action on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.

## 5. Business Ethics

Suppliers must abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions. Suppliers must also ensure that their employees, agents and subcontractors understand and comply with the following Business Ethics requirements.

- **Business Integrity:** Suppliers must uphold the highest standards of integrity in all business transactions and have a zero-tolerance policy with respect to any and all forms of bribery, corruption, extortion and embezzlement. Suppliers or their subcontractors shall not offer any gift in an attempt to secure an unfair advantage. Gifts include cash, cash equivalents (such as gift cards), travel, entertainment and product discounts.
- **Disclosure of Information:** Suppliers must accurately record information relating to their business activities and shall ensure such information is free of misrepresentation or falsification, and available for disclosure as required by law or agreement.
- **Whistleblowers, Anonymous Complaints, Retaliation:** Suppliers must maintain and communicate a system by which its employees may file an anonymous complaint. Suppliers must protect the identity of whistleblowers and prohibit retaliation for filing a complaint in good faith.

## 6. Environment, Health and Safety

General Requirements:

Suppliers must have an Environmental Management System (EMS) to manage their environmental impact and must have an Occupational Health and Safety Management system (OHSMS) to manage the health and safety risk to employees and stakeholders - appropriate to supplier nature of business and size. The

management systems shall include, but not be limited to: process(es) for consultation and participation of workers at all applicable levels and functions, and, where they exist, workers' representatives; process(es) for hazard identification that is ongoing and proactive; process(es) for determining environmental aspects and impacts and those impacts which are of significance to the supplier; and established EMS & OHSMS objectives at relevant functions and levels in order to maintain and continually improve performance. These systems should be similar to those elements described in ISO14001 (for EMS) or ISO 45001 (for OHSMS). However, similar systems certified in the country in which the supplier operates will be accepted. Upon request, a copy of the management system certificates or statement in lieu shall be provided within ten (10) workdays.

As applicable, supplier shall have a Chemical Management System to manage its chemicals and materials used in its production activities. The system should be similar to those elements listed in IECQ 80000 or similar customer certification will be acceptable. Upon request, a copy of the management system certificates or statement in lieu shall be provided within ten (10) workdays.

Suppliers performing work on GlobalFoundries' property shall ensure that its employees, agents and subcontractors complete all environmental, health and safety training required by GlobalFoundries (as applicable) and understand and comply with all applicable GlobalFoundries' policies, procedures, and programs.

Material compliance:

All purchased materials, services and products used in part manufacture shall satisfy current governmental, statutory, and regulatory requirement, and safety constraints on restricted, toxic, and hazardous materials; as well as environmental, electrical, and electromagnetic

considerations applicable to the country of manufacture and sale.

GlobalFoundries suppliers will agree to comply with provisions of international environmental conventions, specifically the Stockholm Convention on Persistent Organic Pollutants, the Basel Convention on Transboundary Movements of hazardous Waste and Disposal and the Minamata Convention on Mercury

GlobalFoundries suppliers will agree to comply with material content restrictions (including the costs for compliance) specified in GlobalFoundries' specification FE-0033 for Banned, Restricted and Declarable Materials Management, that ensures GlobalFoundries meets applicable regulatory and customer requirements for material bans, restrictions and disclosure. This policy applies to:

- All controlled material supplied to GlobalFoundries (for use in research, development and manufacturing).
- All packing materials supplied to GlobalFoundries for use to ship GlobalFoundries' products to a customer (or customer designated third party)
- All chemicals used in facilities operations.
- All direct materials and packing materials supplied to GlobalFoundries' turnkey subcontractors, and wafer foundry suppliers for product manufacture for GlobalFoundries.
- All evaluation boards manufactured for GlobalFoundries.

This specification can be viewed in the [GlobalFoundries' FoundryView portal](#).

In case of a change in supplier's bill of materials (BOM) or changes to a material's chemical composition within the BOM, supplier shall ensure that material remains in conformance with FE-0033. The supplier shall notify GlobalFoundries within 24 hours of any change to the BOM causing the materials delivered to GlobalFoundries to be non-compliant with FE-0033.

GlobalFoundries prohibits suppliers and subcontractors from using Ozone Depleting Substances (ODS) in the manufacturing of materials provided to GlobalFoundries. Ozone depleting substances (ODS) are Class I and Class II ozone depleting substances (ODS) as defined in the Montreal Protocol and Title VI of the U.S (United States). Clean Air Act Amendments (for a Reference for Class I and Class II ODS see <http://www.epa.gov/ozone/science/ods/index.html>).

Only RoHS compliant materials shall be provided to GlobalFoundries or used in products manufactured on behalf of GlobalFoundries in compliance to EU RoHS (EU Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment) including the requirements of EU Commission Delegated Directives amending the RoHS Directive.

GlobalFoundries requires suppliers and subcontractors, when delivering goods to GlobalFoundries' Manufacturing Site in Dresden, Germany, to:

- Comply with EU REACH Directive (Directive 2011/65/EU), including specifically registering applicable substances and mixtures in compliance with EU REACH Directive.
- Comply with EU RoHS Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment as relevant for electrical and electronic equipment and direct materials such as wafers, targets anodes.

GlobalFoundries requires suppliers and subcontractors to verify that any article being imported into the United States meets the requirements of the U.S. Toxic Substances Control Act ("TSCA"). This includes, but is not limited to, Long Chain Perfluoroalkyl Carboxylate ("LCPFAC") chemicals in the scope of 40 CFR 721.10536 that are contained within surface coatings and TSCA Section 6 prohibitions or restrictions on the import of articles. Supplier is responsible for making any

required advance notifications (either to the U.S. Environmental Protection Agency if supplier will be the Importer of Record or to GlobalFoundries' Environmental, Health, and Safety Department if GlobalFoundries will be the Importer of Record).

GlobalFoundries expects all materials to be sourced responsibly. [GF's Conflict Minerals Policy](#) published at establishes due diligence expectations for sourcing of minerals and metals. GF may request suppliers of materials potentially sourced from conflict-affected and high-risk areas to disclose information on sourcing due diligence beyond tin, tantalum, tungsten, and Gold (3TG) and Cobalt to specifically include certain non-ferrous minerals.

Specific Requirements for suppliers of Materials Containing Gold (Au), Tantalum (Ta), Tin (Sn) and Tungsten (W): Affected suppliers shall adopt and commit to a conflict-free supply chain policy.

- Affected suppliers shall apply due diligence to only source from smelters that are assessed as conflict-free under the RMAP (Responsible Minerals Assurance Process) and that are identified on the respective metal's Conflict Free Smelter List.  
<http://www.responsiblemineralsinitiative.org/conformant-smelter-refiner-lists/>. Since December 31, 2015, all smelters in GlobalFoundries' supply chain need to be listed as DRC (Democratic Republic of Congo) conflict-free under the RMAP.

Specific Requirements for suppliers of Materials Containing Cobalt (Co):

- Affected suppliers shall apply due diligence to only source from smelters that are either conformant with the RMAP audit program or have begun participating in this program.
- Note: If a smelter in their supply chain is still under communication status per RMI, the suppliers need to actively work with the smelter to engage with RMAP to perform an audit. Beginning July 1, 2022, only cobalt smelters

that are listed as active or conformant under RMAP will be acceptable.

- On request of GlobalFoundries, affected suppliers shall provide information on supplier due diligence using the Responsible Minerals Initiative (RMI) Conflict Minerals Reporting Template (CMRT) and/or Cobalt Reporting Template (CRT) in its most up to date version available at <https://www.responsiblemineralsinitiative.org> under reporting-templates.

## 7. Trade Compliance

Supplier acknowledges that the Products, Technology and/or Services (the "Items") supplied by it to GlobalFoundries, may be subject to import or export controls under various jurisdictions including but not limited to the laws and regulations of the United States, such as the Export Administration Regulations, 15 C.F.R. Parts 730-774, the OFAC Economic Sanctions Regulations, 31 C.F.R. Parts 500 et seq., the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and the Customs Regulations, 19 C.F.R. Parts 0-192; the European Union under the European Union's Dual Use Regulation, Regulation EC 428/2009, and the European Union Customs Code, Regulation EC 2913/92; and Singapore, under the Singapore Strategic Goods (Control) Act, the Customs Act, the Goods and Services Tax (GST) Act and the Regulation of Imports and Exports Act. Supplier shall, thus, comply with all such import and export control laws and regulations applicable to GF's purchase of supplier supplied Items.

In accordance with those export control laws and regulations, as applicable, supplier shall not export, reexport, transfer (in-country) or disclose any Items to GlobalFoundries, or any direct product of those Items to any other person, entity or destination, or for any other end-use, except as authorized by the competent government export control agencies. If the Item requires government authorization, the supplier agrees to secure such authorization prior

to supplying the Item to GlobalFoundries. Supplier also agrees that it is not from a country or region that is subject to a United States Government or European Union embargo, or that has been designated by the United States Government as a terrorist-supporting country and that it is not listed on any of the United States Government's lists of prohibited and restricted parties, or the European Union's list of Designated Persons, or any list of prohibited parties and terrorist organizations maintained by the United Nations.

Without limiting the generality of the supplier's export and import compliance obligations, supplier shall provide GlobalFoundries with the following:

- (i.) The classification of the Item including, ECCN (Export Classification Control Number) or USML number and Harmonized Tariff Schedule number as applicable.
- (ii.) The country of origin of the Item which shall be referenced on the commercial invoice.
- (iii.) A detailed description of the Item which shall be referenced on the commercial invoice.
- (iv.) Incoterms applicable to the shipment.
- (v.) Value of the Item with the sales price referenced on the commercial invoice.
- (vi.) Quantity in weights and measure of the Item which shall be referenced on the commercial invoice.
- (vii.) All goods and services furnished for the production of the merchandise including assists not included in the value.
- (viii.) Currency used to value the Item.
- (ix.) For vessel shipments, the foreign seller must provide GF with the seller, buyer, manufacturer, ship to party and country of origin no later than 48 hours prior to loading of the Items on the vessel for shipments to the U.S.

## 8. Product and Supply Chain Security

Our suppliers are an integral part of the supply chain process and protection of our business, including our intellectual property (and customer) assets and products. All GlobalFoundries suppliers shall maintain effective security programs with

policies and procedures as well as engagement with government initiatives such as:

- CTPAT (US) - Customs Trade Partnership Against Terrorism
- AEO (EU) - Authorized Economic Operators
- STP (SG) - Secure Trade Partnership

Security programs should also sufficiently engage employees, affiliates, contractors, and subcontractors in their security programs while maintaining a multi-layered physical security approach at their facilities to maintain an effective culture of security to support the GF supply chain.

GlobalFoundries is committed to providing product and supply chain security throughout our extended supply lines. To accomplish this, GlobalFoundries complies with several standards for incoming quality, manufacturing assurance, security of intellectual property, industry standards and governmental regulations.

Dependent on the specific product(s) or service(s) the supplier is contracted to provide and the employee(s) are assigned to provide such product or service, the supplier may be required to comply with flow down requirements, may be required to carry specific certifications, may be restricted from selected data or physical areas of GlobalFoundries property, and/or may be required to participate in mandatory recurrent training.

The supplier must comply with GlobalFoundries' visitation policy, have a GlobalFoundries sponsor and require an escort at all times if working in a restricted area or with restricted data or products.

## 9. IT Security

GlobalFoundries is committed to the security of our supplier's intellectual property and data. To this end, we require encrypted data exchanges between suppliers and GlobalFoundries for all transactions.

GlobalFoundries data exchange guidelines:

- If exchanging data with GlobalFoundries over externally accessible B2B platform a third-party device may be acceptable.
- If directly connecting to GlobalFoundries network or data sources, a third-party device is not allowed, an alternative methodology will be required.

## 10. Supplier Audits

GlobalFoundries reserves the right to perform audits (a) at the supplier's/sub-supplier's sites and/or (b) on documents, relevant to the production and/or delivery of goods and services to GlobalFoundries. Supplier shall facilitate GlobalFoundries' audit of the sub-suppliers.

GlobalFoundries, its customers, and/or regulatory authorities shall have unrestricted access to the applicable facilities and/or documented information, at any level of the supply chain of the supplier/sub-suppliers during such audit. GlobalFoundries shall, at its absolute discretion, determine the frequency and timing of such audits.

The confidentiality obligations of parties in respect of information shared in the course of audits are covered under the applicable NDA between the Supplier and GlobalFoundries (See Section 3 of the Document). The supplier shall not require GlobalFoundries and/or its employees to sign any additional non-disclosure agreements for the audit.

## 11. Records

GlobalFoundries expects suppliers and its subcontractors to allow GlobalFoundries and its direct or indirect customers, their respective representatives, and any government representatives, to witness and inspect products or services and/or applicable documented information at any or all stages of production or testing—at the facilities of the supplier or any of its subcontractors.

The supplier shall define, document and implement a record retention policy and maintain records in a reasonable manner evidencing that supplier has

discharged its obligations. The control of records shall satisfy statutory, regulatory, organizational, and other applicable standards e.g., IATF16949.

Such data includes (but is not limited to) purchase orders, production parts approval, tooling records (including maintenance and ownership), product and process design records, specifications, technology data, production data, SPC (Statistical Process Control) data and all data relevant to product liability.

The supplier shall respond to GlobalFoundries' request for information within 48 hours of the request.

## 12. Control of Subcontractors

GlobalFoundries is committed to driving our values, regulatory and customer requirements throughout our complete supply chain. We expect our suppliers to pass on GlobalFoundries' requirements and to work with all suppliers in their supply chain to ensure that the requirements described in the Supplier Code of Conduct are fully met.

The supplier should maintain a sub-supplier/sub-contractor management system in compliance with GlobalFoundries' requirements. If the supplier has outsourced or decides to outsource any process that affects product quality and delivery to GlobalFoundries, the supplier must obtain GlobalFoundries approval in accordance with QX-060. The supplier must demonstrate full compliance with all GlobalFoundries' requirements also in case of outsourced manufacturing and/or services to product/and or services, covering all manufacturing and post-manufacturing sites prior to delivery to GlobalFoundries.

## 13. Consequence of Violation

GlobalFoundries will decide whether to enter into or continue any contractual relationship with its suppliers based upon suppliers' conformance to the requirements of this Supplier Code of Conduct. Violations may affect GlobalFoundries' relationship



with a supplier and require action up to and including termination of the relationship and any associated contracts or agreements.

#### **14. Raise a Question or Report a Concern**

We encourage our suppliers and their personnel to raise questions or concerns related to this Code of Conduct. You can be assured that retaliation or discrimination of any kind directed against anyone who reports an issue in good faith concerning this Supplier Code of Conduct will not be tolerated. Confidentiality will be maintained at all times and information will only be disclosed on a need-to-know basis.

Questions can be addressed to [GSMHelp@gf.com](mailto:GSMHelp@gf.com) or you can report concerns through GlobalFoundries' Ethics First Helpline anonymously, as permitted by applicable laws. The Ethics First Helpline is available 24 hours a day, seven days a week, by phone at 1-866-345-6885 (U.S.) or online at [www.globalfoundries.ethicspoint.com](http://www.globalfoundries.ethicspoint.com), where you can find direct dial numbers for Singapore, Germany, Bulgaria, and other company locations.

You can also reach GlobalFoundries' Ethics & Compliance Office

- by e-mail:  
[global.compliance@globalfoundries.com](mailto:global.compliance@globalfoundries.com) or
- by regular mail:  
Ethics & Compliance Office  
400 Stone Break Road Extension  
Malta, New York, 12020