

2026

Supplier Code of Conduct

OVERVIEW

The GlobalFoundries (GF) Supplier Code of Conduct establishes the ethical, legal and business standards expected of all suppliers. Suppliers are required to operate with transparency, comply with all applicable laws and regulations and uphold these principles throughout their supply chains in support of accountability, resilience and continuous improvement.

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Purpose and Scope

At GlobalFoundries (GF), we are committed to ethical and responsible business practices in everything we do. Innovation, responsibility and accountability are fundamental to our company identity and form the foundation of our business and our relationships with suppliers. GF's corporate responsibility report can be found at <https://gf.com/about-us/corporate-responsibility/>.

Maintaining a responsible, resilient and secure supply chain is a priority for GF. We collaborate with suppliers who share our principles, ethical business practices and commitment to environmental sustainability. GF's Supplier Code of Conduct outlines the essential business behavior requirements we expect from all our suppliers to enable mutually beneficial relationships. GF requires all of its suppliers to operate in compliance with the applicable environmental protection, occupational safety, health, social and labor requirements, as described in this Supplier Code of Conduct.

Suppliers are expected to ensure that their affiliates, contractors and subcontractors also comply with all requirements described herein.

When supplying goods or services for use by the U.S. government, GF may require suppliers to comply with applicable U.S. procurement laws and regulations, including the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). GF will identify the applicability of such requirements, as needed.

GF requires suppliers and their subcontractors to conform to all requirements of the Responsible Business Alliance (RBA) Code. Suppliers are expected to ensure that their employees, agents and subcontractors understand and comply with the RBA Code. This may include, as requested by GF:

- Providing self-assessment information related to supplier conformity with the RBA Code; and
- Participating in independent third-party audits, such as RBA's Validated Assessment Program (VAP) audits, to demonstrate supplier conformity with the RBA Code.

Compliance with Laws and Regulations

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

GF may require our suppliers to comply with U.S. procurement law and regulations including the Federal Acquisition Regulations (FARs) and Defense Federal Acquisition Regulation Supplement (DFARS) when supplying goods and services for use by the U.S. government. GF will require compliance with such regulations and identify their applicability as needed.

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

Business Partner Information

GF is committed to protecting business partner information that is sensitive, privileged or confidential just as carefully as our own. Access to confidential information is limited to individuals with a legitimate business need to know. In addition, we will take the necessary steps to ensure our business partners protect GF's confidential information provided to them.

Therefore, GF requires a non-disclosure agreement (NDA) to safeguard us and our suppliers before confidential information is exchanged. An NDA is required when:

- Supplier employees or subcontractors require access to GF facilities or network, except for approved visitors
- A supplier is involved in a Sourcing Event / Request for Quotation (RFQ)
- A supplier engagement with GF requires a contract
- Technical or business data are shared
- Customer data is shared when permitted by the customer

The NDA must have the appropriate language and cover the full scope of the information shared.

All GF's 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 GF's Worldwide Standards: GF Code of Conduct that can be found at [GF-Code-of-Conduct-English-2025-07.pdf](#)

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 from GF (i.e., insider trading, including stock tipping). Respective confirmation is required to be signed by each contractor within the official onboarding process.

GF is a U.S.-based company operating globally. Our website and most communications are drafted in English and translated into other languages as necessary. Personal data is processed in accordance with all applicable privacy laws, including, but not limited to, the European General Data Protection Regulation (GDPR) and German data protection laws.

As the controller responsible for processing personal data, GF processes such data in accordance with the EU GDPR, the UK GDPR and applicable local data protection laws. GF has appointed a regional data privacy officer for EMEA to oversee GDPR-related matters and transfers of personal data outside the EU are safeguarded through approved mechanisms, including the European Commission's Standard Contractual Clauses.

If other data protection law applies to the processing of personal data, including (not limited to), the United States of America (USA), Singapore (SG), India (IN), the United Kingdom (UK) or the rest of the EU, please visit <https://gf.com/privacy-policy/> for more information about your rights and GF's compliance with those laws.

Any collection, processing or use of personal data must be conducted lawfully and reviewed by a Data Privacy Officer. In jurisdictions where GF does business, personal data must be kept confidential and maintained as required by various applicable laws, such as the GDPR.

When a supplier provides employee or contractor data to GF, the supplier represents that it has obtained all necessary authorizations to share customary business contact information and permits GF to use, disclose

and transmit such information solely for purposes related to the supplier's products, services and ongoing business activities.

Labor and Human Rights

GF is committed to protecting fundamental human rights. GF's Global Human Rights Policy formalizes this commitment across our operations and 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.
- Establishing standards related to:
 - Working hours, wages and benefits
 - Respect, diversity, anti-harassment, non-discrimination
 - Health, safety and wellbeing
 - Freedom of association and privacy
 - Environmental stewardship
 - Supplier responsibility

GF is subject to legal and regulatory requirements to demonstrate that forced labor is not used in our operations and to exercise appropriate due diligence efforts to mitigate the risk of forced labor within our supply chain.

Key applicable regulations include, but are not limited to:

- The Countering America's Adversaries Through Sanctions Act (CAATSA), which establishes a presumption that all North Korean labor is forced labor. As a result, GF suppliers must ensure they do not use North Korean labor, report any identified instances and communicate these expectations to their own suppliers.
- Uyghur Forced Labor Prevention Act (Public Law No. 117-78) establishes a rebuttable presumption that goods mined, produced or manufactured wholly or in part in the People's Republic of China's Xinjiang Uyghur Autonomous Region (XUAR, or Xinjiang) or by certain entities are prohibited from import into the U.S. under Section 307 of the Tariff Act of 1930.
- U.S. 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.

GF is committed to the principles of equal employment opportunity. 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, GF maintains an Equal Employment Opportunity and Affirmative Action (EEO/AA) Program and related policies. This is 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.

Employment decisions are made consistently with the principles of equal employment opportunity based solely on job-related qualifications. GF's Equal Employment Opportunity / Affirmative Action (EEO/AA) policy

outlines our non-discrimination principles, which apply to, 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
- Compensation, benefits, tuition assistance and social or recreational programs

GF expects our suppliers, subcontractors and vendors to cooperate with equal opportunity and affirmative action requirements and to take appropriate steps to ensure compliance with applicable laws and 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, covered entities must not discriminate and must take affirmative action based on sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status, or any other characteristic protected by law.

Business Ethics

Suppliers must comply with all applicable anti-corruption laws and regulations of the countries in which they operate, including the U.S. 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 high standards of integrity in all business transactions and maintain a zero-tolerance policy for bribery, corruption, conflict of interest, extortion and embezzlement. Suppliers and their subcontractors must not offer gifts or other items of value to secure an unfair advantage. Gifts include, but are not limited to, cash, cash equivalents (such as gift cards), travel, entertainment and product discounts.
- **Disclosure of Information:** Suppliers must accurately record information related to their business activities and ensure such information is not misrepresented or falsified and is available for disclosure as required by law or agreement.
- **Whistleblowers, Anonymous Complaints, Retaliation:** Suppliers must maintain and communicate a system that allows employees to submit anonymous complaints. Suppliers must protect the identity of whistleblowers and prohibit retaliation against individuals who raise concerns in good faith.

Environment, Health and Safety

General Requirements

Suppliers must maintain an Environmental Management System (EMS) to manage environmental impacts and must have an Occupational Health and Safety Management system (OHSMS) to manage health and safety risks to employees and stakeholders, appropriate to supplier's nature of business and size. These management systems must include, but not be limited to:

- Process(es) for consultation and participation of workers at all levels and functions and, where applicable, workers' representatives
- Process(es) for hazard identification that is ongoing and proactive
- Process(es) for determining environmental aspects and impacts including those considered significant to the supplier
- Established EMS & OHSMS objectives at relevant functions and levels to maintain and continually improve performance

These systems should align with elements described in ISO 14001 (for EMS) or ISO 45001 (for OHSMS). However, similar systems certified in the country where the supplier operates will also be accepted. Upon request suppliers must provide a copy of the applicable certificates or a statement in lieu within 10 working days.

As applicable, supplier should maintain a Chemical Management System to manage chemicals and materials used in production activities. This system should align with elements listed in IECQ 80000 or similar customer-recognized certification. Upon request, a copy of the management system certificates or statement in lieu will be provided within 10 working days.

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

GF 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.

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

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

This specification can be viewed in the <https://gf.com/portal-login/>.

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 GF specification FE-0033.

The supplier shall notify GF within 24 hours of any change to the BOM causing the materials delivered to GF to be non-compliant with GF specification FE-0033.

GF prohibits suppliers and subcontractors from using Ozone Depleting Substances (ODS) in the manufacturing of materials provided to GF. ODS are Class I and Class II ODS as defined in the Montreal Protocol and the requirements of the U.S. Title VI of the Clean Air Act. Class I ODS and Class II ODS.

Only Restriction of Hazardous Substances Directive (RoHS) compliant materials shall be provided to GF or used in products manufactured on behalf of GF 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.

GF requires suppliers and subcontractors, when delivering goods to GF manufacturing site in Dresden, Germany, to:

- Comply with EU's Registration, Evaluation, Authorization and Restriction of Chemicals (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 and anodes.

GF 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 GF Environmental, Health and Safety Department if GF will be the Importer of Record).

GF expects all materials to be sourced responsibly. GF Conflict Minerals Policy establishes due diligence expectations for sourcing 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 sources from smelters that are assessed as conflict-free under the RMAP (Responsible Minerals Assurance Process) and that are identified on the respective Metals Conflict Free Smelter List available at RMI website.
- Since December 31, 2015, all smelters in GF 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 sources from smelters that are either conformant with the RMAP audit program or have begun participating in this program.
- If a smelter in their supply chain is still under communication status per the Responsible Minerals Initiative (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.
- At the request of GF, affected suppliers shall provide information on supplier due diligence using the RMI Conflict Minerals Reporting Template (CMRT) and/or Cobalt Reporting Template (CRT) with the latest Conflict Minerals Reporting Template at RMI's website.

Trade Compliance

Supplier acknowledges that the Products, Technology and/or Services (the "Items") supplied by it to GF, 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 purchase of supplier supplied Items.

In accordance with those export control laws and regulations, as applicable, supplier shall not export, re-export, transfer (in-country) or disclose any Items to GF, 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 GF. 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 GF with the following:

- The classification of the Item includes the Export Classification Control Number (ECCN) or the US Munitions List (USML) number and Harmonized Tariff Schedule number as applicable
- The country of origin of the Item which shall be referenced on the commercial invoice
- A detailed description of the Item which shall be referenced on the commercial invoice
- Incoterms applicable to the shipment
- Value of the Item with the sales price referenced on the commercial invoice

- Quantity in weights and measure of the Item which shall be referenced on the commercial invoice
- All goods and services furnished to produce the merchandise including assistance not included in the value
- Currency is used to value the Item
- 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.

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 GF suppliers should 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.

GF is committed to providing product and supply chain security throughout our extended supply lines. To accomplish this, GF complies with standards for incoming quality, manufacturing assurance, security of intellectual property, industry standards and government 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 GF property and/or may be required to participate in mandatory recurrent training.

The supplier must comply with GF visitation policy, have GF sponsor and always require an escort if working in a restricted area or with restricted data or products.

IT Security

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

GF data exchange guidelines:

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

Supplier Audits

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

GF, 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. GF shall, at its absolute discretion, determine the frequency and timing of such audits.

The confidentiality obligations of parties in respect of information shared during audits are covered under the applicable NDA between the Supplier and GF. The supplier shall not require GF and/or its employees to sign any additional non-disclosure agreements for the audit.

Records

GF expects suppliers and its subcontractors to allow GF 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, evidence that supplier has discharged its obligations. The control of records shall satisfy statutory, regulatory, organizational and other applicable standards e.g., IATF 16949.

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, The supplier shall respond to GF's SPC (Statistical Process Control) data and all data relevant to product liability request for information within 48 hours of the request.

Control of Subcontractors

GF is committed to driving our values, regulatory and customer requirements throughout our complete supply chain. We expect our suppliers to pass on GF's requirements and to collaborate 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 GF's requirements. If the supplier has outsourced or decides to outsource any process that affects product quality and delivery to GF, the supplier must obtain GF approval in accordance with QX-060 specification.

The supplier must demonstrate full compliance with all GF 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 GF.

Consequence of Violation

GF will decide whether to enter or continue any contractual relationship with its suppliers based upon suppliers' conformance to the requirements of this Supplier Code of Conduct. Violations may affect GF's relationship with a supplier and require action up to and including termination of the relationship and any associated contracts or agreements.

How to 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 always maintained and information will only be disclosed on a need-to-know basis.

Questions can be addressed to global.compliance@globalfoundries.com or you can report concerns through GF Ethics First Helpline anonymously, as permitted by applicable laws. Ethics First Helpline anonymously, as permitted by applicable laws.

The GF Ethics First Helpline is available 24 hours a day, seven days a week, by phone (U.S.) or online at <https://www.globalfoundries.ethicspoint.com/> where you can find direct dial numbers for Singapore, Germany, Bulgaria and other company locations.

You can report concerns through the Ethics First Helpline anonymously, as permitted by applicable laws.

- Phone U.S.
- Toll-free: 1-866-345-6885
- Direct (local): (518) 305-5025 Online for Singapore, Germany, Bulgaria and other company locations: <https://www.globalfoundries.ethicspoint.com/>
- Email: global.compliance@globalfoundries.com
- Mail: Ethics & Compliance Office, 400 Stone Break Road Extension, Malta, New York, 12020