Syzygy Plasmonics

Supplier Code of Conduct

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1. Scope of Application

1.1. This Supplier Code of Conduct (“SCOC”) establishes the minimum standards expected of Suppliers and forms part of SYZYGY’s supplier integrity policies.

1.2. This SCOC applies to Suppliers at every tier of the supply chain.

1.3. Suppliers will apply this SCOC to their employees, endeavor to use subcontractors and next-tier suppliers (“Subcontractors”) that implement this SCOC or substantially similar standards. Suppliers will provide any equivalent code to SYZYGY upon request.

1.4. Upon reasonable notice, Suppliers must permit Syzygy to review records and visit sites to verify compliance with this SCOC.

1.5. Failure to comply with this SCOC may make a Supplier ineligible for a Contract award or result in termination of an existing Contract.

1.6. Capitalized terms used in this SCOC have the meanings provided in Section 7 (Definitions).

2. Ethical Conduct

2.1. **Compliance with Applicable Law**

2.1.1. Suppliers will comply with all applicable laws, rules, and regulations.

2.2. **Ethical Standards**

2.2.1. Suppliers will uphold high ethical standards and will not engage in conduct that violates integrity requirements.

2.3. **Gifts, Favors, and Benefits**

2.3.1. Suppliers will not offer or provide gifts, favors, entertainment, hospitality, or other benefits to SYZYGY Personnel or their Close Relatives if those benefits could reasonably be perceived as intended to influence work decisions or could reasonably be expected to harm SYZYGY’s reputation.

2.4. **Conflict of Interest**

2.4.1. Suppliers will avoid actual or apparent conflicts of interest in their relationship with SYZYGY. A conflict of interest exists when, in SYZYGY’s opinion, a Supplier’s interests may improperly influence, or appear to influence, the performance of its duties and responsibilities to SYZYGY.

2.4.2. Suppliers will promptly disclose any actual or apparent conflict of interest to SYZYGY.

3. Labor, Human Rights, and Social Responsibility

3.1. **Labor**

3.1.1. Suppliers will not use forced or compulsory labor or engage in human trafficking or

slavery in any form.

3.1.2. Suppliers will not employ:

(a) children below the highest of the following ages: (i) 14 years; (ii) the minimum employment age under the laws of any country where the Contract is performed, in whole or in part; or (iii) the age at which compulsory schooling ends in those countries;

(b) individuals under 18 in work that, by its nature or circumstances, is likely to harm their health or safety.

3.1.3. Suppliers will establish procedures, investigations, and compliance systems to prevent forced or compulsory labor, human trafficking, and slavery throughout their supply chains.

3.1.4. Suppliers will pay employees directly, in full, in legal tender, and at least monthly. Suppliers will maintain appropriate payment records.

3.1.5. Suppliers will deduct wages only as permitted by applicable laws, regulations, or collective agreements. Suppliers will inform employees of any deductions with each payment.

3.1.6. Suppliers will provide employment terms, including wages, working hours, and other conditions, consistent with those prevailing for comparable roles in the relevant trade or industry, location, and circumstances.

3.1.7. Suppliers must respect workers' rights to freely associate and bargain collectively without interference or retaliation. Where these rights are legally restricted, Suppliers must allow alternative channels for workers to raise concerns and protect their interests.

3.2. **Harassment**

3.2.1. Suppliers will not subject SYZYGY Personnel, other contractors, or their employees to harassment of any kind, psychological or physical coercion, or verbal abuse.

3.2.2. Suppliers will take all appropriate measures to prevent harassment, exploitation, or abuse by their officers, directors, employees, agents, Subcontractors, and any other persons they engage and control to perform services or work for SYZYGY.

3.2.3. Suppliers and their employees will report allegations of harassment by SYZYGY Personnel to [Director of Human Resources]. Reports may be submitted anonymously.

3.2.4. Suppliers will not discourage employees from reporting harassment allegations or penalize them for doing so.

3.3. **Non-discrimination**

3.3.1. Suppliers will not engage in unlawful discrimination based on race, color, age,

gender, sexual orientation, gender identity and expression, ethnicity, national origin, disability, pregnancy, religion, political affiliation, union membership, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

3.3.2. Suppliers will maintain policies and practices that support inclusive, merit-based, and equitable employment decisions and provide a process for reporting discrimination.

4. Health and Safety Conduct

4.1. Suppliers, whenever possible, will provide a safe and hazard-free work environment, will provide adequate occupational safety training for employees, and will identify, assess, and control potential exposure to health and safety hazards. Suppliers will provide personal protective equipment and educational materials where hazards cannot be adequately controlled.

5. Environmental Policy

5.1. Environmental Conduct

5.1.1. Suppliers will strive to use energy efficient practices and materials in carrying out the work, including minimizing the discharge of pollutants and waste of natural resources.

5.2. Environmental Permits and Reporting

5.2.1. Suppliers will obtain, maintain, and keep current all environmental permits, approvals, and registrations.

5.3. Hazardous Substances

5.3.1. Suppliers will adhere to all applicable laws and regulations regarding the restriction of specific substances in products and manufacturing.

5.4. Conflict Minerals

5.4.1. Suppliers will, wherever possible, take commercially reasonable efforts to eliminate Conflict Minerals from any product supplied to the SYZYGY, or products used to carry- out the work.

6. Additional Supplier Policies

6.1. In addition to this SCOC, Suppliers will follow all SYZYGY Supplier policies provided to them, including health and safety policies for those that will perform work at a SYZYGY site, and data privacy and confidentiality policies for those Suppliers handling or having access to SYZYGY's systems, data or personnel data.

7. Definitions

7.1. For the purposes of this SCOC:

7.1.1. Close Relative: means a spouse, domestic or de facto partner, and relatives within

two degrees of separation.

7.1.2. Contract: means a legally binding written agreement between a Supplier and SYZYGY obliging the Supplier to provide goods or services to SYZYGY. A purchase order is a Contract.

7.1.3. Conflict Minerals: means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which originate in the Democratic Republic of the Congo or other country the exploitation and trade of which is determined by the United States to be financing conflict in the Democratic Republic of the Congo or other country.

7.1.4. Financial Interest: means anything of monetary value including, but not limited to:

(a) An interest in a business consisting of any stock, stock option, or similar ownership interest in such business, but excluding any interest arising solely by reason of investment in such business by a mutual, pension, or other institutional investment fund over which the Personnel member does not exercise control; or

(b) Receipt of, or the right or expectation to receive, any income in one or more of the following forms: a consulting fee, honoraria, salary, allowance, forbearance, forgiveness, interest in real or personal property, dividend, rent, capital gain, or royalty derived from the licensing of technology or other processes or products.

For the purposes of this SCOC, a “Financial Interest” excludes negligible stock holdings in publicly listed entities and any dividends derived from such negligible holdings.

7.1.5. Personnel: means any employee or representative of SYZYGY.

7.1.6. Supplier: means any legal entity including any physical person that directly or indirectly (through an Affiliate, prime contractor, or subcontractor): (i) submits or may reasonably be expected to submit an offer for; or (ii) enters into a Contract for, the provision of goods and services to SYZYGY.