

# Supplier ESG Code of Conduct

**SK Square [Supplier ESG Code of Conduct] aims to ensure suppliers'—key business partners—secure and sustainable business operation. All suppliers of SK Square are obliged to faithfully implement and comply with this Code of Conduct in doing business with SK Square.**

[The Supplier/I] hereby agree(s) to actively implement the Supplier ESG Code of Conduct when conducting business trades with SK Square, and sign(s) as agreement to the following in order to help establish a fair and transparent business environment.

## 1. [Environment Management]

When conducting business trades with SK Square, the Supplier shall recognize its responsibility to protect the environment, support the development and implementation of green technologies, and work to prevent biodiversity degradation and deforestation caused by climate change. The Supplier also has to abide by the relevant laws and regulations by managing, reusing and recycling wastes and industrial water to reduce environmental pollution that can be caused by its business management, and by reducing greenhouse gas and other emissions.

1-1. (Target setting for environmental management) The Supplier shall set internal management targets in key areas of environment management including waste management, terrain-noise-odor, eco-friendly products, harmful substances management, raw materials, greenhouse gas emissions, energy consumption, water management and air pollutants. It has to also set an organization system to lead environmental management, and obtain the environment-related certificates and approvals for all of its business sites.

1-2. (Green Product/Service) The Supplier shall expand the scope of its eco-friendly products and services by developing and implementing green technologies and work to obtain certificates for the eco-friendly products and services.

1-3. (Response to Climate Change) In both corporate and business site level, the Supplier shall measure its energy consumption and greenhouse gas emission by the usage type. The Supplier shall also implement a system to maximize its energy efficiency and minimize greenhouse gas emission. Furthermore, the amount of renewed energy usage shall be measured, according to the New Renewable Energy Law.

1-4. (Prevention of Pollution & Waste) The Supplier shall implement a system that can systematically measure, reduce, and recycle disposable waste discharge during its business operations, and should further aim to maximize the recycling rate. Also, across all procedures, suppliers should establish a safety management standard regarding the maintenance of harmful substances, and shall conduct a self- and third-party inspection for each and every procedure. It has to also closely monitor harmful substances in each product and measure any harmful substances generated in the process. The Supplier is also required to measure emissions of air pollutants, and when necessary, deploy facilities to reduce air pollutant emissions across its business sites.

1-5. (Natural Capital) The Supplier is required to research, monitor and manage any noise/terrain pollution/odor/biodiversity that can negatively impact the ecosystem, establish a system to reduce resource spendings, and measure the amount of recycled materials. Water usage should be minimized, and a sewage disposal system to process industrial waste water should be equipped. Also, when necessary, the amount of water intake/recycle/discharge should be measured.

## 2. [Health/Safety Management]

In all activities carried out for business trades with SK Square, the Supplier shall recognize that it has to guarantee

health and safety of workers ('workers' as defined by the Serious Accidents Punishment Act, which also applies to the provisions of [Health/Safety Management]). Moreover, the Supplier has to work to establish and maintain a safe and healthy business site in compliance with all relevant laws and regulations including the Serious Accidents Punishment Act.

2-1. (Industrial Safety) To prevent the workers' exposure to potential safety threat—such as electrocution, fire, car accidents, falls—the Supplier shall carry out a proper administrative and precautionary control and maintenance policy, and continuous safety education for workers. When such risk factors cannot be controlled with the aforementioned methods, the Supplier must provide appropriate protective gears to its workers. Also, workers should be allowed to raise any issues or concerns related to safety risks, and the Supplier shall identify and assess any potential emergencies and accidents in advance. Reporting and evacuation policies for emergency situation should be established, and preventative measures, such as regular emergency evacuation drill sessions for employers, installment of evacuation, fire detection and extinguisher facilities, should be prepared to minimize damage, in case of emergency.

2-2. (Industrial Disaster & Disease) The Supplier should monitor, evaluate, and supervise workers' hard physical labor, such as repetitive manual assembly process, long hours of heavy lifting, and other physically demanding labor activities. It shall also provide appropriate safety and health education for its workers in their mother language. Information of safety and health must be displayed in a place that can be easily seen by workers.

2-3. (Sanitation, Food & Housing) The Supplier shall offer maintenance services that can manage hygiene of its sanitation facilities (e.g. restrooms, drinking water, sanitary cooking and food storage facilities, dining facilities, etc.) and when operating dormitories for workers, it shall establish a safety management system such as cleaning, heating/ventilation facilities, emergency exits, and protection of personal privacy.

2-4. (Health/Safety Communication) The Supplier has to raise awareness of its workers about health and safety by offering industrial safety education to all its workers on a periodic basis.

### **3. [Labor/Human Rights Management]**

The Supplier shall protect human rights and dignity of its employee on an international standard. This shall be applicable to all forms of employment including temporary workers, migrate workers, trainees and dispatched workers.

3-1. (Prohibition of Forced Labor) A company shall not use forced laborers, workers under confinement contract (including confinement for debt servicing), involuntary convict laborers or human trafficking laborers. This includes all acts of moving, employing and transferring social minorities by threat, force, compulsion, kidnapping or committing fraud for the purpose of labor exploitation. Companies shall not demand for the transfer of government-issued identification cards, passports or work permits for employment condition. Business partners or manpower dispatch companies shall not demand workers for commissions (for job placement, etc.) or surety. Also, they shall document and deliver work conditions in languages understandable by the worker.

3-2. (Prohibition of Child Labor) Use of child labor is strictly prohibited. "Child" is defined as the oldest of the following standards; (1) age 15, (2) age in which mandatory education is completed, (3) minimum legal employable age according to the related laws. In the case of an underage worker, business partners shall take immediate countermeasures. Employment of underage worker shall cease and the age-confirmation process be improved. If any apprentice program is in effect, it shall comply with local laws and regulation. Juvenile workers over the legal minimum age can be hired, but workers under age 18 shall not perform any dangerous tasks, including overtime, and night shifts, for their health and safety.

3-3. (Compliance of Working Hours) The weekly working hours shall not exceed the maximum working hours regulated by laws. Moreover, the weekly working hours including any overtime hours may not exceed the working hours set by the Labor Standards Act except in emergency or special situations.

3-4. (Wages and Employee Benefits) Wages given to workers shall include minimum wages, overtime compensation, four major insurances and employee benefits established by law, and shall comply with relevant laws and regulations. All overtime services shall be done voluntarily with the agreement of workers, and higher overtime compensations than the hourly wages for regular working hours shall be given according to relevant laws and regulations. In case of wage reduction shall follow the Labor Standards Act as a means of disciplinary action, and the wage standards and items of workers shall be provided in languages understandable by workers in a pay slip or a document with wage payment details via document.

3-5. (Humanitarian Treatment) There shall be no harsh and inhumane treatment to workers including sexual harassment, sexual abuse, punishment, mental or physical coercion and abusive language, nor any treats for such treatment. In addition, policies and procedures to ensure humanitarian treatment for workers should be stipulated and fully explained to workers.

3-6. (No Discrimination/No Harassment) The Supplier shall take measures to prevent bullying or illegal discrimination over workers. In employment customs including the recruitment process as well as wages, promotion, compensation and education opportunity, business partners shall not discriminate based on race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political inclination, union membership and marital status. Except where required by relevant laws or workplace safety, the Supplier shall not demand workers or employment candidates for medical checkups that may present grounds for discrimination.

3-7. (Freedom of Association) In accordance with the relevant laws, the Supplier shall respect workers' rights to organize, and join an employee council or a labor union, the freedom of association with other workers for group agreement and peaceful assembly, and the rights not to participate in such activities. Also, the Supplier shall enable their workers and representatives to liberally exchange opinions and difficulties on working conditions and business policies with business partners without concerns about discrimination, revenge, threats or bullying.

#### **4. [Business Ethics]**

The Supplier must maintain the highest standards of ethics in relation to transactions with SK Square, and comply with relevant laws and regulations.

4-1. (Business Integrity) The Supplier shall not provide money, gift, or any forms of treat, entertainment or convenience to employees and executives of SK Square on the purpose of influencing its trades with SK Square such as winning a contract or a trade, or setting favorable trade conditions when it trades with SK Square. Should any of the employees or executives of SK Square ask for money, gift or any forms of treat, entertainment or convenience with regards to trades with SK Square, the Supplier must report to the Ethics Report Channel of SK Square (<https://ethics.sk.co.kr/>) without delay.

4-2. (Fair Trade) The Supplier shall not engage in any unfair trades such as colluding with other companies with regards to its trades with SK Square. It has to also implement internal rules that ban advertisements with exaggerated or false information, collusion, and any other activities that can be seen as breach against laws and regulations for fair trade.

4-3. (Privacy Protection) The Supplier does not leak SK Square's business information obtained through transactions with SK Square, for transactions with other business operators or provide it to third parties without prior consent.

4-4. (Information Disclosure) Information on accounting and financial status, ESG performance, business activities, environmental management status, etc. of the Suppliers shall be disclosed according to applicable laws and general industrial practices. Any forgery of records or omissions of status and customs in the supply chain shall not be permitted.

4-5. (Intellectual Property Protection) Intellectual property rights shall be respected. The transfer of technology or knowhow must be performed in a manner of protecting intellectual property rights.

4-6. (Protection of Whistleblowers) The Supplier must have in place a channel where its employees can report any unethical activities, and implement provisions that protect whistleblowers and ban any revenge against them. In the event of any incidents regarding the needs to protect whistleblowers, SK Square keeps the information related to whistleblowers confidential, and takes strict measures and punishment when it detects any attempts to take a revenge on whistleblowers. It also fairly investigates the issue raised by a whistleblower and come up with a solution.

4-7. (Responsible Minerals Procurement] The Supplier shall establish internal management standards on Conflict and Responsible Minerals for sustainable future of the humanity and earth, and fulfill its corporate responsibility.

## **5. [ESG Diagnosis & Improvement]**

To confirm the Supplier's compliance with the ESG Code of Conduct, SK Square will conduct an ESG diagnosis on a regular basis, and may carry out on-site verification to certify its ESG Code of Conduct compliance. For verification, the Supplier who signed this Agreement must comply with all of its duties and responsibilities to cooperate with the investigation by submitting all the relevant information and documents required by SK Square. If needs for ESG improvement found through on-site investigation, the Supplier has to submit a plan for corrective actions and improvement measures within a defined period of time and do its best to implement the corrective actions.

**[The Supplier/I]** hereby agree(s) to take responsibility for any breach against the Supplier ESG Code of Conduct and accept the consequent measures including a limit to trade volume, contract termination and etc. in accordance with the level of the breach and internal standards set by SK Square.