

# COHU, INC. SUPPLIER CODE OF CONDUCT

## Policy Statement

**Cohu, Inc.** (“Cohu”), including all of its affiliated business units, is dedicated to conducting business in an ethical, legal, and socially responsible manner. Cohu expects its suppliers to share this commitment by its compliance with the Cohu Supplier Code of Conduct (“Code”). In addition to adherence to legal requirements, the Code addresses subjects that are intended to encourage suppliers to advance environmental, social and environmental responsibilities, and business ethics throughout its operations.

The Code includes subject matter that aligns with that included within the Responsible Business Alliance Code of Conduct (“RBA Code”), a standard within the electronics industry. Cohu supports the spirit and intent of the RBA Code, and as with most companies within the electronics industry, Cohu uses the RBA Code as a guide for including the content within this Code. Although there may be different legal and cultural environments applicable to each supplier, Cohu’s suppliers are required to comply with the following minimum requirements in order to conduct business with Cohu.

### A. **Labor**

Supplier is expected to adopt sound labor practices, a commitment to uphold human rights, and to treat their workers fairly in accordance with local laws and regulations. These practices shall apply to all of Supplier’s workers. In addition, Supplier must comply with the following standards:

- **Freely Chosen Employment.** Supplier shall not use any forced labor, whether in the form of human trafficking, slavery, prison labor, indentured labor, bonded labor, or otherwise. Suppliers shall not incorporate into their products any materials which were produced using forced labor;
- **No Child Labor.** Supplier shall comply with local minimum working age laws and requirements, and not employ child labor;
- **Minimum Wages and Benefits.** Supplier shall provide wages commensurate with local wage laws and legally mandated benefits;
- **Working Hours.** Supplier shall not require workers to work more than the maximum hours of daily labor set by local laws;
- **Humane Treatment.** Supplier shall treat each employee with dignity and respect. In no event shall Supplier’s workers be subject to threats of violence, physical punishment, confinement, or other form of physical, sexual, psychological harassment or abuse;
- **Non-Discrimination/Inclusion.** Supplier shall not discriminate in its employment practices on the basis of race, color, religion, sex, age, physical disability, national origin, creed, or any other basis prohibited by law while respecting and protecting all human rights including those of women and minority groups and;

- Freedom of Association. Supplier shall recognize and respect the rights of its workers to organize in labor unions in accordance with local labor laws and established practices

## **B. Health and Safety**

Supplier shall provide their workers with a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in, the course of work or as a result of the operation of the Supplier. Supplier shall, among other things, provide:

- Occupational Health. Potential for worker exposure to health and safety hazards are to be identified and assessed, where necessary workers are to be provided with personal protective equipment, a system for injury and illness reporting for injury prevention must be implemented, and reasonable steps must be taken to remove vulnerable workers from working conditions with high hazards;
- Medical Treatment. Procedures and systems to prevent, manage, track and report injury and illness for injury reporting, and providing compensation as legally required to injured/ill workers arising as a result of working for Supplier;
- Machine Safeguarding. Evaluation for safety hazards and other protective measures such as guards, barriers to be provided to prevent injuries/illnesses to workers;
- Clean and Safe Facilities. Workers are to be provided with clean facilities, drinking water, and sanitary food preparation, storage, and eating facilities;
- Emergency Preparedness. Safety and emergency preparedness programs and training are necessary for all workers, including plans for worker reporting, worker notification, evacuation procedures, fire detection and suppression equipment, and recovery plans;
- Physically Demanding Work. Supplier should identify and evaluate physically demanding tasks, including those with heavy lifting, repetitive actions, or prolonged standing;
- Health and Safety Communications. Supplier shall provide workers with appropriate workplace and safety information in the language of the workers, and health/safety information should be posted within the facility in an identifiable and accessible location.

## **C. Environmental Practices**

Supplier acknowledges that they hold a responsibility to maintain strict environmental compliance as part of producing viable products. Supplier shall comply with all environmental laws and regulations applicable to each of their operations worldwide. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports;
- Manage, reduce and properly dispose of wastewater and other types of waste, minimize or eliminate greenhouse gas emissions and other discharges of pollutants, and conservation of its use of natural resources as part of its production processes;

- Adhere to all materials restrictions laws, regulations, and customer requirements, which may include restriction of specific substances in products;
- Proper handling and disposition of hazardous materials that pose a hazard to humans or the environment, which includes identifying, labeling, and managing to ensure safe handling, movement, use, storage, recycling, and disposal, and;
- Monitoring, controlling, and treating discharges generated from operations, including solid waste and air emissions.
- Water management programs that document and monitor water sources, use and discharge, and identify opportunities to more efficiently manage and conserve water and control channels of potential contamination.

#### **D. Ethical Business Practices**

Supplier is expected to conduct their businesses in accordance with the highest standards of ethical behavior and in accordance with applicable laws and regulations. Supplier is expected to conform to these requirements in each of the following areas:

- **Fair Trade Practices**. Supplier shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws;
- **Bribery, Kickbacks, and Fraud**. No Supplier funds or assets shall be paid, loaned, or otherwise disbursed as bribes, kickbacks, or other payments designed to influence or compromise the conduct of Cohu or its workers;
- **Foreign Corrupt Practices Act**. While laws and customs vary throughout the world, Supplier must comply with foreign legal requirements, United States law, and local laws that apply to foreign operations, including the Foreign Corrupt Practices Act (“FCPA”), where the FCPA generally makes it unlawful to give anything of value to foreign government officials, foreign political parties, party officials, or candidates for public office for the purposes of obtaining or retaining business;
- **Conflict Minerals (Dodd-Frank Section 1502)**. Supplier shall ensure that parts and products supplied to Cohu containing tungsten, tantalum, tin and gold minerals (3TG), be conflict-free, where such parts and products contain no metals derived from “Conflict Minerals” that directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of Congo (“DRC”), or adjoining countries where human rights violations are alleged, where Suppliers shall further cooperate with Cohu to conduct reasonable due diligence within their supply chain, provide appropriate declarations showing evidence of same from time to time, and implement internal policies and procedures so that Cohu may make accurate legally required disclosures and provide products that are considered to be DRC conflict-free;
- **Compliance with Laws, Regulations, and Cohu Policies and Procedures**. Supplier must comply with all applicable laws, codes, or regulations of the countries, states, and localities in which they operate, which includes laws and regulations relating to environmental, occupational health and

safety, and labor practices, where Supplier must require their downstream suppliers to do the same, and Supplier must comply with Cohu's published policies and procedures, including this Code.

- **Intellectual Property Rights.** Supplier shall respect the intellectual property rights of others, especially Cohu, its affiliates, and business partners, where Supplier shall take appropriate steps to safeguard and maintain confidential and proprietary information of Cohu and shall use such information only for the purposes specified for use by Cohu, and observe and respect all Cohu patents, trademarks, and copyrights, and comply with all requirements as to their use as established by Cohu;
- **Privacy.** Supplier is committed to protecting the reasonable privacy expectations of personal information of all parties involved in its business, including Supplier's workers, customers, and Cohu, where Supplier shall comply with all privacy and information security laws and regulations.
- **Non-Retaliation.** Supplier shall ensure the confidentiality, anonymity and protection of whistleblowers, and have a communicated process for workers to raise concerns without risk of retaliation.

#### **E. Management Systems**

Supplier shall establish management systems that are structured to ensure compliance with all applicable laws, regulations, and Cohu requirements related to Supplier's operation and process. Supplier shall publicly affirm its commitment to corporate, social and environmental responsibility, and its management systems should include the following:

- Supplier shall conduct periodic audits and inspections to ensure compliance with this Code and applicable legal requirements, where Supplier shall identify areas of non-compliance and subsequently notify Cohu's Supply Chain Management as to its plans to immediately remedy;
- Permit Cohu or its representatives to engage in monitoring activities to confirm Supplier's compliance with this Code, including on-site inspections of facilities, use of questionnaires or report cards, review of publicly available information, or other measures necessary to assess performance;
- Supplier shall implement processes that will identify and assess all applicable laws, regulations and Cohu requirements, and its compliance with such practices to minimize risk associated with Supplier's operations;
- Supplier shall identify senior executive personnel who are responsible for ensuring implementation of management systems, and review on an ongoing basis;
- Supplier shall maintain programs to train workers on compliance with its internal policies, and provide workers with the ability to communicate clear and accurate information about policies, practices, and expectations, and have a process for correcting any deficiencies;

- Supplier shall maintain documents and records needed to ensure regulatory compliance.
- Supplier shall implement cyber security policies and procedures, as well as document control processes, that safeguard the integrity and security of their systems in order to protect against cyber risks to Cohu's product/company information and networks.

This Code is a general statement of Cohu's expectations with respect to its Suppliers. This Code is not in lieu of, but in addition to, any Supplier obligations as set forth in any other agreement.

In the event of a conflict between this Code and any Cohu solicitation document or applicable agreement, the terms of the Cohu solicitation or agreement shall control.

Supplier's gross or intentional failure to comply with the policies, procedures or other requirements of this Code may, in Cohu's sole discretion, constitute cause for termination of any agreement by and between Cohu and the Supplier, on terms to be solely determined by Cohu.

## SUPPLIER ACKNOWLEDGEMENT

The undersigned Supplier hereby acknowledges that it has received and read the Cohu Supplier Code of Conduct (the "Code"). Supplier acknowledges the importance of the Code to the proper conduct of business for and with Cohu. Supplier understands the Supplier's obligations as set forth in the Code and commits to conduct business in accordance with the Code at all times and to report all matters as they arise to the attention of Cohu.

Supplier acknowledges that Cohu may, in its sole discretion, revise the Code from time to time. Supplier understands its responsibility to comply with the then current Code posted on the Cohu website or provided by other means.

Supplier acknowledges that failure to comply with the policies, procedures or other requirements of this Code may, in Cohu's sole discretion, constitute cause for termination of any agreement by and between Cohu and the Supplier on terms to be determined by Cohu. Supplier understands that its agreement to comply with Cohu's Code does not obligate Cohu to conduct business or place any orders with Supplier.

Please indicate your agreement to the terms of this letter and the attached Code of Conduct by signing below returning one original to your Cohu representative.

Supplier Name: \_\_\_\_\_

Authorized Individual Name: \_\_\_\_\_

Authorized Individual Signature: \_\_\_\_\_

Date: \_\_\_\_\_