

Cohu, Inc.

SUPPLIER CODE OF CONDUCT

Policy Statement and Supplier Certification



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INTRODUCTION

Cohu, Inc. and affiliates (“Cohu”) is dedicated to conducting business in an ethical, legal, and socially responsible manner. These principles apply to all aspects of Cohu’s business, and Cohu expects its manufacturers, distributors, vendors and other suppliers (each a “Supplier” and collectively “Suppliers”) to share this commitment by complying with this Supplier Code of Conduct (“Code”). In addition to adherence to legal requirements, this Code encourages Suppliers to advance environmental, social and sustainability responsibilities, and business ethics throughout their operations.

This Code includes subject matter that aligns with 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 the international frameworks incorporated within it, such as the UN Guiding Principles on Business and Human Rights. Although there may be different legal and cultural environments applicable to each Supplier, Cohu’s Suppliers are required to comply with the following minimum standards in order to conduct business with Cohu.

LABOR

Supplier is expected to adopt sound labor practices, be committed to upholding human rights, and treat their workers fairly in accordance with local laws and regulations. Further, Supplier is required to take proactive steps to identify and mitigate human rights risks in their operations and supply chains. These practices shall apply to all of Supplier’s workers. In addition, Supplier must comply with the following standards:

1. Freely Chosen Employment

All labor must be voluntary. Supplier shall not use any forced labor in any part of its supply chain, whether in the form of human trafficking, slavery, prison labor, indentured labor, bonded labor, or otherwise. Suppliers and their agents, and sub-agents, may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Suppliers may hold worker documentation if required by law but at no time shall Supplier require any worker to surrender control over their identification papers. Workers shall not be required to pay Supplier’s agents or sub-agents’ recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

2. No Young Workers

Supplier shall comply with local minimum working age laws and requirements, and not employ young workers.

3. Minimum Wages and Benefits

Supplier shall provide wages commensurate with local wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers shall receive equal pay for equal work and qualification.

4. Working Hours

Supplier shall not require workers to work more than the maximum hours of daily labor set by local laws. Further, a workweek shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

5. Humane Treatment

Supplier shall treat each employee with dignity and respect, and commit to a workplace free of harassment. In no event shall Supplier's workers be subject to violence, physical punishment, mental or physical coercion, confinement, or other form of physical, sexual, psychological harassment or abuse, nor is there to be the threat of any such treatment.

6. Non-Discrimination/Inclusion

Supplier shall not discriminate in its hiring or employment practices on the basis of race, color, gender, gender identity or expression, religion, sexual orientation, age, physical disability, pregnancy, national origin or ethnicity, political affiliation, union membership, covered veteran status, protected genetic information, marital status, or any other basis prohibited by law while respecting and protecting all human rights including those of women and minority groups.

7. 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.

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. At a minimum, Supplier shall provide:

1. 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.

2. 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.

3. Machine Safeguarding

Evaluation for safety hazards and other protective measures such as guards, barriers to be provided to prevent injuries/illnesses to workers.

4. Clean and Safe Facilities

Workers are to be provided with clean facilities, drinking water, and sanitary food preparation, storage, and eating facilities.

5. 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.

6. Physically Demanding Work

Supplier should identify and evaluate physically demanding tasks, including those with heavy lifting, repetitive actions, or prolonged standing.

7. 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.

ENVIRONMENTAL RESPONSIBILITY

Supplier acknowledges that environmental responsibility is an essential part of producing viable products. Suppliers have a duty to identify and minimize environmental impacts while protecting the health and safety of the public. Supplier shall comply with the following standards:

1. Environmental Permits and Reporting

Obtaining and maintaining environmental permits and timely filing of required reports.

2. Pollution Prevention and Resource Conservation

Minimize or eliminate emissions and discharges of pollutants and generation of waste, while conserving the use of natural resources as part of Supplier's production processes.

3. Hazardous Substances

Chemicals, waste, and other hazardous materials shall be documented, tracked, labeled, and managed to ensure safe handling, movement, storage, use, recycling or reuse, and disposal.

4. Solid (Non-Hazardous) Waste

Supplier shall document, track, identify, manage, reduce, and responsibly dispose of or recycle solid (non-hazardous) waste.

5. Air Emissions

Ozone-depleting substances and air emissions of volatile organic chemicals, aerosols, corrosives, particulates, and combustion byproducts generated from Supplier's operations shall be identified, monitored, controlled, and treated in accordance with applicable regulations.

6. Materials Restrictions

Adhere to all applicable laws, regulations, and customer requirements regarding restrictions of specific substances in products and manufacturing, including labelling for recycling and disposal.

7. Water Management

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. All wastewater shall be characterized, monitored, controlled, treated as required prior to discharge or disposal, and subject to routine monitoring to ensure regulatory compliance.

8. Energy Consumption and Greenhouse Gas Emissions

Methods to improve energy efficiency and reduction of energy consumption and greenhouse gas emissions.

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:

1. Fair Trade Practices

Supplier shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws.

2. Business Integrity

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.

3. 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.

4. Responsible Sourcing

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.

5. 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.

6. 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.

7. 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.

8. Disclosure Information

Supplier shall maintain and disclose accurate records of all business dealings. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

9. 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.

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:

1. Audits and Inspections

Supplier shall conduct periodic audits and inspections to ensure compliance with this Code and applicable legal requirements, where Supplier shall identify deficiencies and notify Cohu's Supply Chain Management as to its plans to timely take corrective action.

2. Monitoring

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.

3. Legal and Customer Requirements

Supplier shall implement processes that will identify and assess the legal compliance, environmental health and safety, labor practice and ethics risks, including risks of severe human rights and environmental impacts, Cohu requirements, and its compliance with such practices to minimize risk associated with Supplier's operations.

4. Management Accountability

Supplier shall identify senior executive personnel who are responsible for ensuring implementation of management systems, and review on an ongoing basis.

5. Training

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.

6. Stakeholder Engagement

Supplier shall communicate with workers, their representatives, and other stakeholders where relevant and necessary to obtain feedback on operational practices covered by this Code, and to seek continuous improvement on its operating conditions. Workers may provide feedback without fear of reprisal or retaliation.

7. Documentation and Records

Supplier shall maintain documents and records needed to ensure regulatory compliance.

8. Cyber Security

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.

9. Supplier Responsibility

Supplier shall establish procedures to communicate Cohu requirements to its suppliers and monitor compliance with this Code.

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 CERTIFICATION

The undersigned Supplier hereby acknowledges that it has received and read the Cohu Supplier Code of Conduct (the “Code”) and recognizes 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 or Purchase Order 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 returning a signed copy to your Cohu representative.

Supplier Name: _____

Authorized Individual Name: _____

Authorized Individual Signature: _____

Date: _____