



## SUPPLIER CODE OF CONDUCT

### Introduction

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to 1A Smart Start LLC (“**Smart Start**”). These principles apply to all aspects of Smart Start’s business, and encompass all manufacturers, distributors, vendors, and other suppliers that supply the products that Smart Start sells or otherwise does business with Smart Start (each a “**Supplier**” and collectively “**Suppliers**”).

These principles are reflected in this Code of Conduct (“**Code of Conduct**”), which establishes the minimum standards that must be met by any Supplier that sells goods to or does business with Smart Start.

### Poster Display Requirements

It is important that Supplier’s workers understand Supplier’s obligations under this Code of Conduct. Therefore, Supplier shall display a poster (“**Poster**”) containing a summary of the terms and conditions of this Code of Conduct in a common area of each of its facilities where goods destined for Smart Start are manufactured, distributed, packaged or otherwise handled or services are provided (“**Facility(ies)**”). Supplier shall post in a location that is conspicuous and accessible to its workforce an accurate translation of the Poster in the native language or languages of the workforce next to the English-language version of the Poster. Supplier shall bear the entire cost of preparing, translating, and displaying the Posters.

### Applicability

This Code of Conduct applies to all Suppliers that provide goods to Smart Start or otherwise does business with Smart Start. Supplier is responsible for compliance with the standards set out in this Code of Conduct (“**Standards**”) throughout its operations and throughout its entire supply chain.

Without limiting Supplier’s obligations hereunder, Supplier shall comply with the Standards in all of its Facilities and all of its operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

Without limiting Supplier’s obligations hereunder, Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective Facilities (“**Partner(s)**”). Supplier shall disclose to Smart Start the names and contact information of its Partners at least 30 days before Smart Start’s first purchase order. Supplier shall notify Smart Start of the names and contact information of any new or former partners within 30 days of adding, changing, or eliminating any Partners.

### Slavery and Human Trafficking

Supplier should be committed to providing a stable work environment with equal opportunities for learning and personal growth. Supplier should encourage its employees to raise any questions or concerns regarding harassment, sexual harassment, discrimination, or retaliation with his/her supervisor. All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain.

Without limiting Supplier’s obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by individuals under the age of 16, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher;
- bonded labor;
- indentured labor; and
- prison labor.

Supplier shall implement and maintain a reliable system to verify the eligibility of all workers, including, age eligibility and legal status of foreign workers. Supplier shall implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

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## **Identification Papers**

Without limiting Supplier's obligations hereunder, Supplier shall not require any worker to surrender control over original: identification papers or documents giving a foreign worker the right to work in the country; identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or documents, such as a birth certificate, evidencing the worker's age.

## **Financial Obligations**

Without limiting Supplier's obligations hereunder, Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly: pay recruitment or other fees or other amounts (monetary or in-kind); incur debt; make financial guarantees; or incur any other financial obligation.

## **Freedom of Movement**

Without limiting Supplier's obligations hereunder, Supplier shall ensure that workers have the right to freedom of movement without: delay or hindrance; or the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation. Worker freedom of movement rights include each worker's right to leave the Facilities without retaliation: at the end of each workday; based on reasonable health and safety-related justifications; and based on any reasonable circumstances, such as personal or family emergencies.

## **Freedom to Terminate Employment**

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement: without restriction; and without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

## **Compensation and Benefits**

Supplier shall pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. Supplier shall make wage payments at least biweekly and provide benefits on a timely basis. Supplier's obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation. Supplier shall provide accurate proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions. Supplier shall maintain proper documentation of wage payments for their internal records. Supplier shall not make any deductions from wages, except income tax withholding and those that are legally allowed.

## **Work Hours**

Supplier shall comply with all applicable maximum working hours laws and regulations and shall compensate workers for overtime hours at or above the rate required by applicable laws and regulations. Supplier shall allow workers to take reasonable rest breaks, including bathroom breaks, at or above the rate required by applicable laws and regulations. Supplier shall use an industry-accepted time-keeping system to track worker work hours and develop work-hour policies to ensure compliance with this Code of Conduct and applicable law.

## **No Discrimination, Abuse, or Harassment**

Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Supplier shall treat workers with respect and dignity.

Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its Partners.

## **Health and Safety**

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these Standards. Supplier shall ensure that required training of personnel has been completed prior to initiating any work

activity. Supplier should have or subscribe to a written safety and health program. Supplier is responsible for addressing and controlling worker exposure to potential safety hazards in conformance with all applicable standards and/ or regulations and by utilizing suitable means, e.g., design, engineering and administrative controls, preventative maintenance, training, work procedures, and appropriate personal protective equipment.

Supplier shall have emergency plans and response procedures that implement all applicable laws and regulations regarding: emergency preparedness, reporting and notification; evacuation procedures, training and drills; appropriate hazard detection and suppression equipment; and adequate exit facilities from suppliers' sites.

Supplier shall have procedures and systems to manage, track and report occupational injuries and illnesses, and exposure of workers to chemical, biological and physical agents. These procedures and systems shall implement all applicable laws Supplier shall comply will all applicable health, safety and environmental laws and regulations. Supplier should address the following in their health and safety programs: and regulations, including, as applicable, provisions to (i) encourage worker reporting, (ii) classify and record injury and illness cases, (iii) investigate cases, and (iv) implement corrective actions.

Supplier shall have policies and procedures in place to ensure that employees do not conduct work while under the influence of alcohol, illegal drugs, or misused medications (whether prescription or non-prescription). In addition, Supplier will put in place policies and procedures that prohibit employees from using, possessing, transferring or selling illegal drugs or alcohol or misused medication (whether prescription or non-prescription) while at work or while on the job.

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

## **Facilities**

Without limiting Supplier's obligations hereunder, Supplier shall ensure that all Facilities have:

- an adequate evacuation plan;
- adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including a sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel;
- visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;
- adequate lighting, ventilation and air circulation;
- adequate first aid kits and stations;
- adequate fire safety, prevention, alarm, and suppression systems;
- adequate access to potable water; and
- adequate access to private toilet facilities.

If food preparation and storage facilities are provided these shall be sanitary.

## **Freedom of Association and Collective Bargaining**

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining. Supplier shall recognize that their employees have the right to seek labor representation, join unions and bargain collectively in the places in many of the places in which they operate. Supplier shall respect their employees' right to make informed choices about labor representation, free of coercion. Where Supplier's employees have labor representation, the Supplier shall strive to build a positive, business focused relationship with the representatives while continuing to meet its commitments to each of its employees

## **Environmental Protection**

We expect our suppliers to integrate environmental responsibility into their operations and minimize adverse effects on the community, environment and natural resources, while safeguarding the health and safety of workers and the public. We expect our suppliers to maintain a program appropriate to their size and resources to understand and mitigate greenhouse gas emissions in their operations, facilities, and supply chain. Supplier shall operate its Facilities in compliance with all environmental laws, including laws and international treaties relating to: reduction, control, disposal and/or elimination of wastewater, waste and pollution; emissions; discharges; labeling and warning requirements; and hazardous and toxic material identification, management, storage, movement, and handling. Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. Supplier must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

## **Gifts and Entertainment**

Supplier must maintain the highest ethical standards. Supplier must not offer cash, favors, gifts, or entertainment to Smart Start's team members. Supplier shall also comply with Smart Start's Anti-Corruption/Anti-Bribery Policy.

## **Intellectual Property and Artificial Intelligence**

Supplier shall respect intellectual property rights and safeguard proprietary information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.

Supplier must adhere to responsible and ethical practices throughout the development and use of artificial intelligence (AI). Supplier shall disclose to Smart Start any anticipated AI use. Supplier must be accountable for AI systems throughout the AI systems' lifecycle and ensure that any development or use of AI systems is in compliance with all applicable laws, regulations, contracts, and Smart Start's policies.

Without limiting Supplier's obligations hereunder, Supplier shall:

- ensure that any AI systems used or developed by Supplier are robust, secure, and safe throughout their entire lifecycle;
- develop and use AI systems in a manner that respects human rights and human-centric values;
- not facilitate the use of AI to generate abusive, fraudulent, deceptive, misleading, illegal, violent, hateful, threatening, or inappropriate content;
- be transparent about AI systems;
- ensure the explainability, auditability, and traceability of AI systems used or developed by Supplier; and
- establish and maintain appropriate governance, policies, and procedures that promote the responsible, accountable, and ethical use of AI systems.

## **Privacy and Information and Cyber Security**

- Supplier shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Supplier shall protect confidential and proprietary information, including confidential and proprietary information of others and personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronics security procedures. Supplier shall comply with applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared. Supplier shall commit to protecting their Information Technology (IT) systems and Operational Technology (OT) systems to avoid unauthorized access to and disruption of their systems and shall otherwise safeguard their assets so as to protect the interests of their customers, employees, consumers and suppliers.

## **Compliance with Laws**

Supplier shall comply with all applicable national and local laws and regulations, including laws and regulations relating to all the Standards. Where this Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standards. Supplier acknowledges that these Standards set out audit standards that Smart Start may use to determine whether Supplier is meeting the requirements set out in this Code of Conduct.

Supplier acknowledges that Smart Start may in its discretion conduct inspections of the Facilities to confirm Supplier's compliance with this Code of Conduct. Smart Start has no obligation to conduct inspections.

**Report Violations**

Supplier shall self-report any violations of the Code of Conduct. Supplier can also submit questions and comments regarding the Code of Conduct, to the Smart Start person listed on the Purchase Order.

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.