# BROOKS AUTOMATION

# SUPPLIER CODE OF CONDUCT CERTIFICATION

## 1. Introduction

This Supplier Code of Conduct (this "Code") applies to Brooks Automation US, LLC and its subsidiaries, affiliates and group companies (hereinafter jointly referred to as "Brooks" or the "Company").

Brooks is committed to using high standards of professional conduct and ethics. Brooks supports and respects responsible business behavior and it strives to ensure that its activities will not infringe upon them.

Brooks also requires its suppliers to uphold these standards, wherever they are located, and cooperates with them to improve sustainable practices. Brooks does not only take responsibility for the social and environmental impact of its own activities, but also takes a critical look at the impact of all business partners' activities. Brooks wants to ensure it is not part of, or party to activities, wherever they take place, that do not adhere to certain standards of social and ethical conduct. Brooks's suppliers must help to achieve this aim.

Brooks reserves the right to modify, revise, discontinue, or terminate this Supplier Code of Conduct at any time at its sole discretion, without prior notice.

"**Supplier**" means any person, company or other entity delivering, or that that may be invited to deliver, products and/or services to Brooks, as well as its worldwide Affiliates. For purposes of this definition, "Affiliates" include any and all companies or other corporate entities that control, are controlled by or are under common control with, the Supplier, and "control" means ownership or control of at least 50% of the shares or voting rights in, and/or the right to appoint the management of, any company or other corporate entity.

"**Worker**" means any individual that Supplier employs, hires, contracts with, engages or otherwise uses to operate its business or provide products or services to Brooks.

## 2. Supplier Standards

Brooks expects all its Suppliers, and its' Supplier's sub-tier suppliers, to adhere to all applicable laws and regulations at the national, provincial, state and local levels where the Supplier operates.

Standards which Brooks' Suppliers have to meet at a minimum are:

### Labor

Supplier will not use, participate in or benefit from any forced, bonded, prison, military or compulsory labor. Supplier will not use child labor, as defined by the International Labor Organization and shall adhere to all national and international laws and regulations regarding child labor. Supplier will treat each Worker with dignity and respect, and will not use, and procure that their directors and Workers will not use, corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment, abuse or intimidation. Suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the U.K. Modern Slavery Act 2015.

### Freedom of Association

Supplier shall acknowledge and respect the rights of Workers to associate, organize and bargain collectively in a

lawful and peaceful manner, without penalty or illegal interference, in order to advance their interests. In countries where national law curtails Workers' freedom of association and collective bargaining, Supplier shall support the development of similar efforts to achieve independent and free association, organization and bargaining.

## Non-discrimination

Supplier shall treat and reward Workers equally on the basis of the characteristics of their work and the intensity of their effort. Supplier will not discriminate in hiring and employment practices on the basis of race, caste, gender, national, social or ethnic background, marital status, age, physical or health condition, sexual orientation, genetics, physical or mental disability, membership of unions, political opinion, religion or any other personal characteristic or status.

## Wages and Benefits

Supplier will comply with all applicable local and national wages and benefits laws and compensation for work shall fulfill at a minimum the strictest national legal standards and industry.

## Health and Safety

Supplier will provide their Workers with a safe and healthy workplace in compliance with all applicable local and (supra-)national laws and regulations.

Supplier shall provide, while taking into account the specific dangers of the relevant sector, for safe, hygienic, and healthy working environments for their Workers. Adequate measures shall be taken to prevent accidents and damage to Workers' health which may arise from, are related to, or occur during working hours.

## Environment

Supplier will operate in a manner that is protective of the environment. Supplier will comply with all applicable environmental laws and regulations. Suppliers shall obtain, maintain, and adhere to all environmental permits required for their operations. Suppliers should strive to maximize efficiency, reduce waste, and conserve the natural resources used in their operations, including water and energy.

Brooks expects Supplier to provide its full cooperation and support in Brooks implementation of its Conflict Minerals policy and compliance program. As part of Brooks' commitment to corporate responsibility and respecting human rights in its operations and global supply chain, it is Brooks' goal to seek to use tantalum, tin, tungsten and gold ("3TGs") that are DRC conflict-free in its products while continuing to support responsible in-region mineral sourcing from the Democratic Republic of the Congo ("DRC") and Adjoining Countries. "Conflict Minerals" and "Adjoining Country" are defined in the Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act").

Supplier warrants that (a) to its knowledge, no Conflict Minerals that originated in the DRC or any Adjoining Country are incorporated in, or necessary to, the functionality or production of any product (including in any component that Supplier gets from a third party); and (b) Supplier has made or will make reasonable country of origin inquiries to confirm this.

Should Supplier has knowledge (or ought reasonably to know) that its products contain Conflict Minerals emanating from the DRC or any Adjoining Country, this should be (i) communicated in writing to Brooks, and (ii) due diligence measures exercised on the source and chain of custody of the Conflict Minerals, consistent with the OECD Due

Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, to determine if the minerals are DRC conflict free.

Upon Brooks' request, Supplier will provide Brooks with sufficient certifications, declarations, reports, audit reports (including any received from Supplier's subcontractors and suppliers), and access to company sites for on-site investigation, and other information and assistance to permit Brooks to (i) independently confirm and verify Supplier's compliance with the provisions in this section, and (ii) comply with the requirements of Dodd-Frank Act (as it may be amended from time to time) and associated regulations, with respect to all products.

Supplier will provide any requested information on an annual basis and at any time deemed appropriate by Brooks within a specified time period after request by Brooks. Supplier will contractually obligate its subcontractors and suppliers to give it all information and assistance required for Supplier to comply with this section.

## Anti-Corruption

Supplier is expected to show ethical behavior in business relations. Supplier will comply with local, national and other applicable laws and regulations related to bribery, extortion and other forms of corruption, including, but not limited to, the U.S. Foreign Corruption Practices Act and the UK Bribery Act.

Supplier shall refrain from any practices relating to corruption or bribery, and may not, either directly or indirectly, offer, promise, demand or accept bribes to influence decision-making or obtaining or maintaining benefits.

## Fair competition

Free and fair competition is essential to the welfare of global business. Supplier will comply strictly with all applicable antitrust and non-competition laws.

## Intellectual Property and Confidentiality

Supplier shall adhere to all applicable laws and regulations regarding protection, use, publication and transparency of company, personal, and confidential information, and intellectual property rights. Supplier shall respect and actively protect the confidentiality of Brooks business information and take the necessary steps to protect Brooks's intellectual property rights.

## Data Privacy

Supplier shall comply with all applicable data protection and data privacy laws when processing personal data for or on behalf of Brooks. Supplier shall handle and process data in accordance with Brooks's contractual agreements with Supplier and other applicable instructions and shall not process data for any other purpose than for which it was collected, received or otherwise made available. Supplier shall at all times have implemented adequate operational, technical and organizational measures to protect data against accidental or unlawful destruction, loss or alteration and unauthorized disclosure or access.

## Conflicts of Interest

Supplier must avoid any situation that could create a conflict of interest, or appearance of conflict of interest in its dealings with Brooks, including entering into transactions with Brooks Workers. Also, Supplier will observe Brooks's policies regarding gifts and entertainment when dealing with Brooks Workers.

## Financial records

Supplier will maintain accurate and complete financial and business records in accordance with all applicable laws and regulations and internationally recognized accounting standards.

**Management Systems and Audits**

Brooks encourages Supplier to implement management systems, including policies, procedures, objectives, training and self-monitoring, to ensure compliance with the standards described in this Code. Brooks may verify Supplier's compliance by carrying out an audit at Supplier's facilities. Supplier shall cooperate with and provide full assistance to such audit, including provision of relevant information and data on request. If Supplier suspects any non-conformance with this Code, it shall promptly inform Brooks thereof in writing.

**Export and Import Regulations**

Suppliers will comply with all applicable import and export control laws, including without limitation, sanctions, embargoes and other laws, regulations, government orders and policies controlling the transmission or shipment of goods and technology. Suppliers shall take measures to ensure that no transactions with Brooks directly or indirectly involve parties that are subject to U.S. economic sanctions.

## 3. Penalties for Non-Compliance

Part of conducting business with Brooks includes compliance with this Code. Brooks reserves the right to terminate business with a Supplier who fails to adhere to the Code and seek additional recourse as Brooks' deems appropriate.

## 4. Reporting

To clarify any issues relating to the Code, Supplier shall contact the Brooks Point of Contact listed in the Purchase Order.

Suppliers can raise concerns or non-compliances and report possible breaches or improper conduct by sending a written report, emailing, calling 844-984-1747, or reporting in person to Brooks' General Counsel. Written reports to Brooks' General Counsel should be forwarded in a sealed envelope, labeled with the following legend "To be opened by Brooks Automation's General Counsel only – submitted pursuant to BROOKS AUTOMATION'S SUPPLIER CODE OF BUSINESS CONDUCT" to the following address:

Brooks Automation US, LLC

15 Elizabeth Drive

Chelmsford, MA 01824

Attn: General Counsel

Suppliers can make a report anonymously although they are encouraged to provide their name and contact details to facilitate investigation and follow-up.

## 5. Certification

The undersigned Supplier hereby acknowledges that it has received the Brooks Supplier Code of Conduct, that it agrees with the content of this Code, and that it will adhere thereto.

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| Name of Supplier:<br>*(please include full legal name)* | |
| Name and title of authorized representative: | |
| Date: | |
| Signature: | |

*This document is to be signed by an authorized representative of Supplier and returned to Brooks to the following email address: saim.mohammed@brooksautomation.com.*