



Agility Supplier Fair Labor Code

Note to the User

*This toolkit is designed to help ensure that Agility's Suppliers meet Agility's standards. This language is **mandatory to include in all supplier contracts.***

If the language of the contract is not English, this Supplier Fair Labor Code must be translated into the language of the contract. If any discrepancy appears between the translated language of this declaration and the English language, the English language shall prevail save where applicable law dictates otherwise.

Overview

Purpose

The purpose of this policy is to ensure that any workers/laborers whose principle employment is Agility, including those who are hired by a third party vendor, enjoy the primary protections set out under Agility's Fair Labor policies and procedures.

Three Objectives:

This policy seeks to:

- Ensure we protect the **health and well-being** of third party workers
- Set **global standards on fair labor expectations from suppliers** who provide workers, in any form, to Agility
- Ensure **compliance with local regulations**

Scope and Eligibility

This policy is designed to cover Agility's Fair Labor expectations of third-party providers of labor to Agility, whether in the form of:

- Subcontracted workers
- Contract workers
- Temporary workers

Agility Supplier Fair Labor Code Declaration

Supplier to Sign and Acknowledge the following:

We, _____ (Name of supplier entity)
 with registered address at _____ (supplier address),
 supplier of _____ (goods/services) to
 _____ (name of Agility entity) under
 _____ (details of contract) (the "Contract")
 with _____ (Agility entity) ("Agility"),
 dated _____ (date of contract DD/MM/YYYY),
 hereby acknowledge receipt of this Supplier Fair Labor Code and all other relevant Agility policies mentioned within (together, the "Supplier Code"), and undertake and agree to adhere to and comply with all the principles and standards set forth in the Supplier Code, in addition to those set forth under applicable laws and regulations, and agree and undertake to comply with the following processes and procedures at all times in the fulfilment of our obligations under the Contract:

I. General

The Supplier agrees to:

1. abide by, and ensure that its employees, personnel, officers, directors, contractors and sub-contractors abide by, this Supplier Code at all times;
2. monitor compliance with the Supplier Code;
3. provide to Agility all necessary documentation in a timely manner, including employee identification information and, when applicable, birth certificate, copies of employment contracts, employee payslips, social security benefits and other evidence of time worked and wages paid;
4. allow employees to freely report to Agility's Compliance, HR or Sustainability team regarding any grievance related to fair labor, at will or when asked by an authorized representative of Agility.
5. provide Agility with the right to carry out, upon provision of adequate notice and at Agility's cost, during regular working hours, audits of working teams, work locations and, where applicable, of labor accommodations, and to fully cooperate with such audit carried out by Agility.

II. Forced Labor, Human Trafficking, and Modern Slavery

1. The Supplier shall take reasonable measures to ensure that no human resources provided for Agility constitute involuntary, forced, or bonded labor; including human trafficking of any kind, modern slavery, prison labor, or labor demanded of employees because of their debt.

2. The Supplier shall, and shall ensure that its affiliates, vendors, partners, sub-contractors and sub-subcontractors providing laborers/workers to Agility shall, ensure that **no recruitment fees**, commissions or payments or fees of any kind are paid by any applicants for any employment with the Supplier, including fees such as, inter alia, government processing fees and other governmental/administrative fees (e.g., Foreign Employment Bureau fee), agency fees, medical test fees, visa stamping fees, immigration fees and costs, service tax, insurance and police clearance costs.
3. The Supplier shall cause **all** workers/laborers assigned to work primarily for Agility to **sign a declaration confirming that they have not paid any recruiting fees**, commissions or made any payments to the Supplier, its affiliates, vendors, partners, sub-contractors or any sub-sub-contractors.
4. The Supplier **shall not unlawfully withhold employees' passport, government IDs or other essential identification document**. If it is a legal or regulatory requirement to retain original documents, workers must give informed, written consent and be able to retrieve their documents within 24 hours of a written request.
5. The Supplier **shall not unreasonably restrict employees' movements**; employees shall be free to leave at the end of their shifts and **free to refuse to work overtime**.
6. The Supplier shall not charge employees a financial penalty for leaving Supplier's employment.

III. No Child Labor

1. Agility has a zero tolerance policy for child labor. The Supplier shall ensure that employees assigned to work for Agility adhere to the minimum age provisions in applicable laws and regulations where we conduct business.
2. Any **employees under the age of 18 should be highlighted to Agility in a special memorandum**.
3. The Supplier shall ensure that no employees under 18 years of age are assigned to work at night in hazardous conditions.

IV. Work Hours & Wages (applicable to Supplier providing labor under its own sponsorship)

1. The Supplier shall pay employees on time and in full; where deductions are made, these may only be made according to applicable local laws. Salaries shall be in compliance with applicable laws on minimum and living wages.
2. Payslips are mandatory. Payslips shall clearly indicate hours of work, overtime, and deductions (if any).
3. The Supplier shall administer overtime in accordance with the following key provisions:
 - a. **Overtime is always compensated for eligible workers**: The Supplier compensates for overtime hours in compliance with local labor law.
 - b. Workers must not work hours beyond the maximum limits allowable by law. Agility's guidance is a maximum cap of 60 hours per week, and 12 hours per day, with at least one rest day in every seven day period.

- c. **Ensure adequate rest:** All workers must have sufficient rest, as per the statute, for sustained health, well-being, safety, and productivity, and implement systematic management of risks associated with excessive working hours.
- d. **Written records must be kept:** Operations must record overtime accurately and consistently through available time and attendance management systems for necessary statutory and non-statutory audits.

V. Disciplinary deductions are not allowed. The vendor shall be compliant with the following key provisions of the Agility Deductions Policy:

- 1. No **deductions for disciplinary reasons** that cause an employee to work without pay unless the deductions are (i) for “time not worked” without permission; or (ii) otherwise permitted under applicable law.
- 2. In all cases, deductions must **never exceed 5 days of the employee’s salary** or the maximum allowed under local regulations in a one month period (whichever is lower).
- 3. **Records must be kept:** All documentation of any incident which results in a deduction including notification letter, committee report, written consent from the employee, and record of the deduction in the employee pay records must be recorded in writing and kept in the employee’s file. These records are subject to review by Agility.

VI. Health & Safety

- 1. The Supplier **shall provide all required protective equipment and training for each employee to perform their function safely.** The cost of all equipment and training necessary to safeguard the employee in the function of their work will be borne by the Supplier or Agility, as set out in the Contract, but never by the employee.
- 2. **Company-Provided Accommodations (if Applicable):** Accommodations provided by the Supplier shall meet or exceed the **Agility Accommodation Standards**, attached below as **Annex I.**

VII. Freedom of Association

- 1. The Supplier shall not intimidate or prohibit workers from organizing to protect their rights and voice any grievances, in accordance with applicable laws.

VIII. Discrimination & Harassment

- 1. The Supplier shall ensure that employees are provided with an environment that is free of discrimination and harassment on the basis of race, caste, religion, language, ethnicity, gender, color, nationality, marital status, sexual preference, etc. Harassment shall be deemed to include physical, verbal, visual, psychological and sexual harassment.

Consequences for Violations

- 2. A violation of this Supplier Fair Labor Code by the Supplier, its employees, personnel, officers, directors, contractors, subcontractors, and sub-sub-contractors will constitute a material breach of the Contract and result in the right of Agility to terminate the Contract. Violations include any repercussion or retaliatory action taken against employees that have reported cases of non-compliance in good faith.
- 3. **Where a breach is capable of correction, Agility may, at its sole discretion, request that the Supplier correct the breach. If the Supplier does not collaborate** with the request from Agility to adequately correct a violation, the Contract and/or the relationship with the Supplier will **be terminated**.
- 4. **Recruitment Fee Violations** If it is discovered that any Supplier’s recruited employee has paid any fees to the Supplier or to the Supplier’s labor provider(s), the Supplier undertakes to immediately reimburse such fees to the employee without the need to provide any notice or legal action.

Name: _____

Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

Annex I: Accommodation Standards

Company-Provided Accommodations Standards

Local law vs. Agility policy: Follow the highest standard: Agility must always follow the local law as a minimum guideline. However, the intention of this policy is to aim higher than the local standard in most cases.

1. Housing

- 1.1 Housing shall be structurally sound, in good repair, in a sanitary condition and shall provide protection to the occupants against the elements.
- 1.2 Housing shall have flooring constructed of rigid materials, smooth finished, readily cleanable, and location to prevent entrance of ground and surface water.
- 1.3 All common areas shall be professionally cleaned and disinfected on a **daily** basis.
- 1.4 Housing and facilities shall be free of insects, rodents, and other vermin.

2. Sleeping Facilities

- 2.1 Bedrooms/sleeping areas must provide a **minimum of 5 m² (50 square feet)** per occupant. (Reminder: no bunk beds are allowed).
- 2.2 Occupants that share a room should also share shift timings - in other words, their sleeping hours should be similar, to minimize disruption.
- 2.3 Each bedroom shall have at least one window and adequate ventilation.
- 2.4 Adequate and separate arrangements for hanging clothing and storing personal effects for each person shall be provided.

2.5 Beds

- a) Bunk beds are not allowed.
- b) Every employee shall have their own bed, with a clean mattresses and two (2) sets of bed sheets.
- c) Bed linens must be cleaned once a week, and mattresses must be in good condition.

3. Bathroom facilities

3.1 Toilet conditions

- a) There should be a minimum of **one toilet stall for every 10 occupants**.
- b) Toilet facilities should be close to the living areas - no employee should have to walk more than 60 meters (200 feet) to use the bathroom.

- c) Bathroom facilities should be separated from food preparation - at least 15 meters (50 feet) away from any facility where food is prepared or served.
- f) All toilets must have lids.
- g) All toilets must have either washing facilities (i.e. bidet shower, hose with nozzle next to toilet, or equivalent), or toilet paper supplied by Agility, or both.
- h) All bathroom facilities must be **well-lit and ventilated**.
- i) Agility is responsible for ensuring all common-use toilets are **professionally cleaned once a day**.

3.2 Bathing and hand washing

- a) Bathing and hand washing facilities, supplied with running hot and cold water, shall be provided for the use of all occupants.
- b) Like the toilets, the bathing and hand washing facilities must be close to the living areas - no employee should have to walk more than 60 meters (200 feet) to use the bathroom.
- c) There shall be a minimum of **1 showerhead per 10 persons**
- d) Showerheads shall be spaced at least 1 meter (around 3 feet) apart, with a minimum of 2.5 m² (around 9 square feet) of floor space per unit.
- e) Adequate, dry, dressing space (area to get dressed) shall be provided in common use facilities.
- f) Shower floors shall be constructed of non-absorbent, non-skid materials and sloped to properly constructed floor drains.

4. Laundry

4.1 Laundry facilities, supplied with running hot and cold water, shall be provided for the use of all occupants.

- a) In accommodations where employees are expected to do their own laundry, **mechanical washers shall be provided in the ratio of 1 per 20 persons**.
- b) In accommodations where Agility contracts for third-party laundry services, then laundry should be returned to employees within 48 hours.
- c) In addition to mechanical washers and/or outsourced laundry provision, Agility must make hand washing laundry facilities available (i.e. buckets, sink).

5. Heating & Air Conditioning (AC)

5.1 All living quarters and service rooms shall be provided with **air conditioning** equipment capable of maintaining a temperature of at least 68°F (20°C).

5.2 All AC units must be properly installed and secured safely to the wall. In other words, the ACs can present no falling hazard.

5.3 Preventing fire hazards from heating or stoves

- a) Any stoves or other sources of heat utilizing combustible fuel shall be installed and vented in such a manner as to prevent fire hazards and a dangerous concentration of gases.
- b) No portable heaters other than those operated by electricity shall be provided.
- c) If a solid or liquid fuel stove is used in a room with wooden or other combustible flooring, there shall be a concrete slab, insulated metal sheet, or other fireproof material on the floor under each stove, extending at least 18 inches (46 cm) beyond the perimeter of the base of the stove.
- d) Any wall or ceiling within 18 inches (46 cm) of a solid or liquid fuel stove or a stovepipe shall be of fireproof material. A vented metal collar shall be installed around a stovepipe, or vent passing through a wall, ceiling, floor or roof.

6. Electricity & lighting

6.1 All housing sites shall be provided with electric service.

6.2 All wiring and lighting fixtures shall be installed and maintained in a safe condition (**no loose or uncovered wires**).

7. Cooking and eating facilities

7.1 For cooking and eating facilities in individual living units (if permitted), the following minimum requirements apply:

- a) A cook stove or hot plate with a minimum of two burners
- b) Adequate food storage shelves and a counter for food preparation
- c) Refrigerator to store food at a temperature of not more than 45°F (7°C)
- d) A table and chairs or equivalent seating and eating arrangements, all commensurate with the capacity of the unit
- e) Adequate lighting and ventilation

7.2 For cooking and eating facilities in common facilities (i.e. separate from bedrooms), the following minimum requirements apply:

- a) Stoves or hot plates, with a minimum equivalent of two burners, in a **ratio of 1 stove or hot plate to 10 persons**
- b) Adequate food storage shelves and a counter for food preparation
- c) Mechanical refrigeration for food at a temperature of not more than 45°F (7°C)
- d) Tables and chairs or equivalent seating adequate for the intended use of the facility
- e) Adequate sinks with running hot and cold water
- g) Adequate lighting and ventilation
- h) Floors shall be of non-absorbent, easily cleaned materials

- i) Wall surface adjacent to all food preparation and cooking areas shall be of non-absorbent, easily cleaned material. In addition, the wall surface adjacent to cooking areas shall be of fire-resistant material.

7.3 Drinking water

- a) An adequate and convenient supply of **potable** water shall be provided. In countries where the tap water is not drinkable, Agility must make alternative arrangements to provide drinking water.
- b) Common drinking cups shall not be permitted.

8. Garbage & Other Refuse

8.1 Garbage management inside the building

- a) All accommodations must have garbage cans in common areas, common bathrooms, common dining and food preparation areas, and in all bedrooms.
- b) All garbage cans must have lids

8.2 Garbage collection outside the building

- a) There must be large-scale dumpsters (75 liters / 20 gallons) in a minimum **ratio of 1 per 20 persons**. In other words, an accommodation of 100 people, should have 5 dumpsters available.
- b) Provisions shall be made for **collection of refuse at least four (4) times a week**, or more often if necessary. The disposal of refuse, which includes garbage, shall be in accordance with local law.
- c) Every effort should be made to **recycle** at Agility accommodations.
- d) Any revenue from sales of recycled material should be used to invest in entertainment and social activities in the accommodation.

9. Fire, Safety & First Aid

9.1 All buildings in which people sleep or eat shall be constructed and maintained in accordance with applicable local fire and safety laws.

9.2 No flammable or volatile liquids or materials shall be stored in or adjacent to rooms used for living purposes, except for those needed for current household use.

9.3 Agricultural pesticides and toxic chemicals shall not be stored in the housing area.

9.2 Fire Escapes are mandatory

- a) For single story buildings of less than ten people: at least 2 means of escape shall be provided. One of the two means of escape can be a readily-accessible window of at least 70cm x 70 cm - i.e. a window that a person can easily fit through.
- b) For any common areas used by more than 10 people: there must be **at least two doors**, remotely separated, so as to provide an alternate means of escape to the outside or to another room

- c) Sleeping quarters and common assembly rooms on the second story shall have a stairway, and a **permanent, affixed exterior ladder or a second stairway.**
- d) Sleeping and common assembly rooms located above the second story shall comply with local fire and building codes relative to multiple story dwellings

9.3 Fire Extinguishers are mandatory

- a) **Every floor must have fire extinguishing equipment, placed at a minimum of every 30 meters (100 feet).** In other words, a building that is 100 meters long would have 3 fire extinguishers per floor.
- b) Fire extinguishing equipment shall be inspected and maintained in accordance with local law. In the absence of such laws, visual inspections shall be performed monthly.

9.4 First aid kits are mandatory

- a) First aid facilities shall be provided and readily accessible for use at all time, in the **ratio of 1 per 50 persons.**

9.5 Smoke Detectors

- a) All Agility accommodations must have smoke detectors on every floor
- b) Any tampering with smoke detectors by employees will be considered a case of deliberate equipment tampering, and disciplinary action will be taken
- c) All smoke detectors must be inspected on a monthly basis to ensure that they are working (just like the fire extinguishers)

9.6 Smoking

- a) Strictly, no smoking is allowed inside buildings, including from windows.
- b) Outside areas for smokers shall be provided, equipped with cigarette extinguishing receptacles.
- c) Smoking facilities/areas shall be placed away from facility access and exit points.

10. Housing Site

10.1 Housing sites should be sanitary - not near any site likely to create offensive odors, insect infestations, or other hazards.

10.2 Housing sites shall be well drained and free from depressions in which water may stagnate.

10.3 Grounds within the housing site shall be free from debris, noxious plants (poison ivy, etc.) and uncontrolled weeds or brush.

10.4 Sewage and liquid waste disposal

- a) Housing sites should have adequate sewage disposal capacity. The disposal of sewage should not create a nuisance or a hazard to health.
- b) Facilities shall be provided and maintained for effective disposal of excreta and liquid waste (poop/urine). Raw or treated liquid waste shall not be discharged or allowed to accumulate on the ground surface.

- c) All accommodations should be connected to the public sewer systems, or a subsurface septic tank-seepage system

11. Recreation Spaces

- 11.1 The housing site shall provide a space for recreation reasonably related to the size of the facility and the type of occupancy.

12. Personal Conduct - Agility is responsible for enforcing the following:

- 12.1 No smoking inside the facility at any time. All smoking should take place in an approved area outside the facility.
- 12.2 Living quarters and common areas shall be kept clean, organized and free of recognizable slip/trip/fall hazards at all times.
- 12.3 No fighting, horseplay or disrespectful behavior inside the facility at any time.
- 12.4 No loud music or excessive noises during quiet times – generally between the hours of 2300 to 0700.
- 12.5 No alcohol or recreational drug use on the premises at any time.
- 12.6 Residents shall comply with any/all safety drills, alarms and instructions.

13. Inspections

- 13.1 Facility health & safety inspections shall take place both on a recurring basis and at random intervals. A **minimum of four inspections per year** (once a quarter) is required.
- 13.2 Inspections shall be conducted by, both, a representative of Agility management or HR and a representative of the living accommodation.
- 13.3 Inspections must use this checklist, and document their findings in writing. This documentation must be kept in a file for audit purposes

14. Violation Reporting

- 14.1 Facility (house) rules shall be communicated to all residents upon entry and posted in highly visible areas throughout the facility.
- 14.2 Report violations in writing. Hazards, defects or personal conduct violations shall be reported in writing to Country management, quality and HR leaders.
- 14.3 Record outcome in writing. Investigation and resolution of any/all hazards, defects or personal conduct violations shall take place via a documented system.
- 14.4 Investigation results shall be communicated to all facility residents.

Annex II: No Recruitment Fees Declaration

Pre-employment No Recruiting Fee Declaration

Instructions for Supplier

This form certifies that each prospective full-time Supplier employee has not paid the Supplier, or its labor agencies, any recruitment fees. It is the responsibility of the Supplier to ensure that, each prospective employee signs this form prior to commencing work or, where an employee will be leaving their country of hire to commence work for Agility, prior to leaving the country of hire.

The Supplier must:

1. Ensure that, where an employee cannot understand English or cannot read, the form is either translated into a language that the employee can understand or have a third party interpreter translate the contents of the form to each employee to ensure their understanding.
2. Ensure that each employee has signed the form in the country of hire, prior to beginning work on Agility operations.
3. The signed copies should be submitted to Supplier prior to the transport of prospective employees to Supplier operations.

The Supplier will not receive payment from Agility until the Supplier acknowledges in writing that signed copies of these forms have been received.

If any discrepancy appears between the translated language and the English language, the English language shall prevail.

No-Recruitment Fee Declaration by Employee

To:

Agility Supplier

_____ (company name and address)

Date _____ (DD/MM/YYYY)

To Whom It May Concern:

I, _____ (name) with home address in
 _____ (country), of legal age, and nationality of _____,
 holding passport no. _____ working as a
 _____ (job title) for SUPPLIER hereby declare that:

I understand that:

I do not have to pay any fees whatsoever to work for the Supplier. I do not need to pay my labor agency, or Supplier, to work at Supplier.

I declare that:

I have not paid _____ (the “Labor Agency”) or another intermediary – either officially appointed or not by the Labor Agency – any moneys or alternative form of payment

I have not paid any money to any Supplier representative.

Name: _____

Signature: _____

Date: _____

Annex III. Passport Retention Consent Form

Forced Labor Passport Management

Agility **expressly prohibits and will not tolerate the unauthorized retention of any employee's passport**, including the passports of employees hired by a third party whose principle employment is for Agility. This is a zero tolerance policy, and any instance of violation will result in a compliance investigation and disciplinary measures.

Rules:

1. Agility has a zero tolerance policy regarding the unauthorized withholding of employee passports.
2. Agility does not retain passports, except as required by law or local authorities
3. No Agility employee shall be required to surrender his or her passport without a signed authorization statement.
4. The signed authorization statement shall indicate that the passport shall be returned to the employee within 24 hours of his or her written request.
5. If it is discovered that any Agility employee or subcontractor has retained, withheld, or forcibly held any employee's passport without their consent, the event will be subject to a compliance investigation.

Recruiting Procedure Requirements

1. **Do not collect employee passports** except as required by law or local authorities. In exceptional cases in which a passport is retained, always:
 1. **Ensure that Consent Forms are signed:** Every passport retained by Agility or its subcontractors should be accompanied with a voluntarily-signed consent form specifying that access to the passport will be provided within 24 hours of written request. Reasonable effort will be made to ensure that the content of the consent form is understood by the employee.
 2. **Immediate Access:** In the event employees have chosen to give their passports to Agility, Agility will provide employees access to their passports within 24 hours of a written request. If employees do not receive their passport, they should escalate to Agility's ethics department at ethics@agility.com.

No passport withholding policy management

In cases in which employees have chosen to give their passports to Agility for safekeeping, Agility will provide employees access to their passports within 24 hours of a written request. Every passport retained by Agility should be accompanied with a voluntarily-signed consent form that specifies that access to the passport will be provided within 24 hours of written request.

Employee Consent Form for Passport Withholding

Reasonable effort will be made to ensure that the content of the consent form is understood by the employee.

I, _____ request that Agility retain my passport for administrative, legal or other purposes. I am transferring custody of my passport to Agility and Agility assumes all responsibilities and accountabilities for its safekeeping and security. I understand that my passport shall be returned to me within 24 hours of my written request.

I understand that if I do not receive my passport within 24 hours of a written request, I must register a complaint with the HR department. If there is no action taken by HR within 24 hours of the request, I must notify the Agility Compliance Department.

DATE:

EMPLOYEE NAME:

EMPLOYEE SIGNATURE:

COMPANY REPRESENTATIVE NAME:

**COMPANY REPRESENTATIVE
SIGNATURE:**

A COPY OF THIS FORM MUST BE GIVEN TO THE EMPLOYEE WHO SURRENDERS HIS OR HER PASSPORT FOR ANY REASON.