
Dyson Ethical and Environmental Code of Conduct

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Dyson Holdings Pte Ltd

Introduction

Dyson is committed to respecting human rights, the environment and ethical business practices. The Dyson Ethical and Environmental Code of Conduct ("EECoC") sets out the minimum standards that Dyson expects its manufacturing operations and all its Business Partners to meet or exceed.

Business Partners must comply with all applicable local, national and international laws and regulations. Where the obligations in the EECoC impose higher standards than those specified by the relevant laws and regulations then the obligations in the EECoC will prevail.

This EECoC is not intended to create any new or additional rights for any third party.

Scope

This EECoC applies to Dyson manufacturing operations and Dyson's Business Partners as defined below. Business Partners must comply with this EECoC at all times and across all parts of their business operations. Business partners must ensure that any subcontractors appointed to produce Dyson products or provide services for Dyson must comply with the EECoC as if they were a 'Business Partner', and they must also take a proactive approach to ensuring that the EECoC's standards are implemented and maintained within their supply chain.

Definitions

"Business Partners" means any person (including a company, other legal entity or individual) working with or on behalf of Dyson. This may include suppliers, manufacturers, logistics providers, distributors, and other service providers.

"Child" or "Children" refers to any person under the age of 15, or under the age of completion of compulsory schooling, or under the minimum age for regular or full-time employment in the country, whichever is greatest.

"Conflict-Affected and High-Risk Areas (CAHRA)" are defined by the [OECD Due Diligence Guidance](#) and they are identified by the presence of armed conflict, widespread violence or other risks of harm to people.

"Dyson" means Dyson Holdings Pte. Ltd and each of its direct and indirect subsidiaries worldwide.

"Hazardous Work" means work likely to jeopardise the health or safety of Workers including underground work, underwater work, work at dangerous heights or in confined spaces; work in unhealthy environments (such as environments that expose Workers to extreme temperatures, loud noise, excessive dust); work with dangerous machinery, chemicals/radioactive substance handling, vibration equipment or electricity; handling heavy loads; working overtime or at night.

"High-Risk Material" means any raw material, processed commodity or product that presents any environmental (resource consumption, emissions, waste) or social (human rights, labour practices, health & safety) risk due to country of origin, method of extraction/processing, type of material, or as identified by Dyson.

"Juvenile Workers" means a Worker that is not a Child but is younger than 18 years of age.

"Migrant Workers" means a Worker whose nationality and permanent residence is different from the country in which the Dyson or Business Partner facility at which they are working is located.

"Sustainability Practices" means governance, policies and mechanisms in place regarding human rights, labour practices, ethics, responsible sourcing, environmental performance, and health and safety.

"Third Party Employment Agency" A private, public or government agency, including subagents, carrying out operations on behalf of individuals or enterprises, whose role is to provide access to employment or career progression by filling employment vacancies.

"Workers" means any person working for or on behalf of an organisation, including direct employees, temporary or seasonal workers and contract workers.

Any words that follow the terms **"include"**, **"including"**, **"such as"** or **"for example"** are intended to be non-exhaustive and they do not limit the generality of the words preceding those terms.

Standards

1. Labour Practices

1.1 No Forced Labour: Forced, bonded (including debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons is not permitted. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction, fraud; or the making of payments to any person having control over another person for the purpose of their exploitation.

- 1.1.1 All work must be voluntary and Workers must be free to terminate their employment without penalty if reasonable notice is given, as per the Worker's contract.
- 1.1.2 All Workers must be provided with a contract which clearly conveys the terms and conditions of employment in a language understood by the Workers.
- 1.1.3 Workers shall not be required to pay employers, agents, sub-agents or facilitators recruitment fees whatsoever or other related fees for their employment. Business Partners will identify (using an appropriate method of their own choosing) where Workers have paid fees and re-pay them to the Worker immediately.
- 1.1.4 All Migrant Workers must have full and unconditional access to their personal identification and immigration documents at all times.
- 1.1.5 There will be no unreasonable restrictions on Workers' freedom of movement within the workplace or upon entering or exiting company-provided facilities including Worker accommodation.
- 1.1.6 Any Third Party Employment Agencies that are used must comply with the provisions of the EECoC and all applicable laws and regulations.
- 1.1.7 Compliance with forced labour prevention legislation is mandatory and therefore labour and materials must not be sourced from regions prohibited by law.

Business Partners will ensure there is no forced labour in their supply chains by conducting appropriate due diligence.

1.2 No Child Labour: Child labour is strictly prohibited. Business Partners must not allow, procure or facilitate any work from Children. Business Partners will ensure there is no Child labour in their supply chains by conducting appropriate due diligence.

The employment of Juvenile Workers is only permitted where all of the following conditions are satisfied:

- 1.2.1 An appropriate mechanism to verify the age of Workers has been implemented and the age of Juvenile Workers has been verified before they begin work.
- 1.2.2 Juvenile Workers must not carry out Hazardous Work.
- 1.2.3 Juvenile Workers must not work overtime or perform night-time work.
- 1.2.4 Any work conducted by a Juvenile Worker must not prevent participation in or attendance at any schooling to which they are enrolled.
- 1.2.5 The wage rate for Juvenile Workers must be at least the same wage rate as other entry-level Workers performing equal or similar tasks. Salary and compensation for such work must be paid directly to the Juvenile Worker.

1.3 Working Hours, Wages and Benefits:

- 1.3.1 Working hours shall not exceed relevant national limits in the country of employment. Workers in Dyson manufacturing operations shall work to a maximum of 60 hours per week inclusive of overtime.
- 1.3.2 Overtime must be voluntary and consensual. Workers must be compensated for overtime at rates of pay greater than regular hourly rates and always in compliance with all applicable laws and regulations.
- 1.3.3 All Workers must receive at least one rest day (24 consecutive hours) in every seven-day period.
- 1.3.4 Wages paid to Workers shall comply with all applicable laws and regulations, including those relating to minimum wages, overtime hours and legally mandated benefits. Wages shall be paid accurately and in a timely manner. Workers shall be provided with written and understandable information about their wages.
- 1.3.5 Workers shall be entitled to paid annual leave, public holidays, medical leave, and benefits in accordance with the requirements of all applicable laws and regulations.
- 1.3.6 The regular working week schedule and working hours must be stated clearly in Worker employment contracts and published clearly at the place of work.
- 1.3.7 An effective and anonymous feedback mechanism must be provided for Workers to report workplace grievances. Confidentiality will be protected and retaliation is prohibited.
- 1.3.8 Workers shall be provided with reasonably accessible and clean toilet facilities, as well as safe drinking water. Where dining and food preparation facilities

are provided, they must be sanitary and comply with all applicable laws and regulations.

1.4 No Discrimination: Dyson and its Business Partners shall not discriminate based on race, ethnicity, caste, national origin, age, religion, disability, gender, pregnancy, gender identity, marital status, sexual orientation, union membership, political affiliation or any status protected by law. There shall be no discrimination in recruitment, hiring, remuneration or access to training and development opportunities, promotion, overtime, termination or retirement.

1.5 Freedom of Association: Dyson and its Business Partners will not prevent Workers from free association. This includes the ability to form and join trade unions, to bargain collectively and to engage in peaceful assembly, or choose not to do so, without fear of discrimination or retaliation. Where the right to freedom of association and collective bargaining is restricted under law, the development of parallel means for independent and free association and bargaining should be facilitated.

1.6 Fair Working Practices: Every Worker shall be treated with dignity and respect. No Worker shall be subject to, or threatened by, any physical, sexual, psychological or verbal harassment, abuse or humiliation. Disciplinary measures shall not include any financial penalties.

Disciplinary policies and procedures shall be clearly defined and communicated to Workers.

2. Environment

Dyson and its Business Partners share a commitment to protect human health and the environment.

2.1 Permits and Reporting: All required environmental permits, licences, consents (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

2.2 Environmental Protection and Greenhouse Gas Emissions: Environmental impacts and Greenhouse Gas (GHG) emissions shall be identified, measured, managed, reduced, and responsibly controlled. This may include process improvement, energy and resource conservation, use of renewable energy, or other measures. Business Partners shall share related data and information with Dyson upon request. Applicable laws and regulations pertaining to environmental protection and GHG emissions, (such as emission limits or reduction mandates), shall be complied with.

2.3 Resource Conservation: The use of natural resources (including water, fossil fuels, minerals, and virgin forest products), shall be identified, managed, reduced, and responsibly controlled. Conservation methods may include material usage reduction or substitution.

Natural resources shall be sourced in compliance with all applicable laws and regulations, and Business Partners shall develop appropriate due diligence policies and management systems in order to identify relevant risks and take appropriate steps to mitigate them.

2.4 Hazardous Substances: Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labelled and managed to ensure safe handling, movement, storage, use, recycling or reuse, and disposal, in accordance with all applicable laws and regulations.

2.5 Restricted Substances: All applicable laws and regulations regarding the prohibition, restriction or declaration of specific substances in products and manufacturing are to be adhered to, including labelling for recycling and disposal.

2.6 Waste: The generation of pollutants and waste is to be minimised or eliminated, and in any event must be within legal limits. Waste data shall be tracked and documented as required by all applicable laws and regulations.

2.7 Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting substances, and combustion byproducts generated from operations shall be categorised, routinely monitored, controlled, and treated as required prior to discharge in accordance with all applicable laws and regulations.

2.8 Water Management: A water management program that documents, categorises, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination, shall be implemented. All wastewater shall be categorised, monitored, controlled, and treated as required prior to discharge or disposal. Routine monitoring of the performance of wastewater treatment and containment systems shall be conducted, to ensure optimal performance and regulatory compliance.

3. Health and Safety

Dyson and its Business Partners shall provide and maintain safe and hygienic working environments.

3.1.1 There must be policies and systems in place to detect, avoid and respond to potential risks to the health and

safety of Workers. Policies and systems should be reviewed regularly to ensure effectiveness.

- 3.1.2 Workers shall have access to appropriate workplace health and safety training in an appropriate language. Health and safety related information shall be clearly posted in the facility and Workers shall be free to raise health and safety concerns without fear or repercussion.
- 3.1.3 All required health and safety permits, licences and consents shall be obtained, kept current, and complied with.
- 3.1.4 Reasonable steps shall be taken to prepare for, prevent, and respond to the potential for an infectious disease or occupational health exposure among Workers.
- 3.1.5 Potential emergency situations shall be identified and assessed. Emergency plans and response procedures that minimise harm to life, environment, and property shall be developed and implemented.

4. Worker Accommodation

Any accommodation provided for Workers must be safe, clean, hygienic and suitable for dormitory use.

Accommodation must comply with all applicable laws and regulations and be fit for purpose with sufficient toilet facilities and access to safe drinking water; and must be of durable construction. Where dining and food preparation facilities are provided, they must be sanitary and appropriate for the number of workers housed.

Accommodation must have adequate fire safety and prevention measures, first aid access and fire emergency procedures in place.

Individual secure storage for Workers must be provided in accommodation.

5. Responsible Sourcing of Materials

Components, materials and minerals for use within or relating to the research, development or manufacturing of Dyson products, must be sourced in an environmentally and socially responsible manner. This includes safe working conditions where work is chosen freely and human rights and animal welfare are respected. Materials shall be sourced in compliance with all applicable laws and regulations.

Business Partners shall develop appropriate due diligence policies and management systems in order to identify relevant risks and take appropriate steps to mitigate them.

Additional due diligence must be performed for the sourcing of High-Risk Materials, and for materials from Conflict-Affected and High-Risk Areas, and evidence of this shall be provided to Dyson upon request.

Any applicable due diligence legislation shall be complied with, as well as reporting requirements imposed by relevant permits, laws or regulations.

6. Ethical Business Practices

Business Partners shall:

- 6.1.1 Operate with the highest standards of integrity and commit to being honest and transparent in all business dealings.
- 6.1.2 Not tolerate, permit, or engage in bribery, corruption or any illegal or unethical practices.
- 6.1.3 Maintain complete and accurate records relating to its business activities, labour, health and safety and environmental practices ensuring that all transactions are properly and accurately recorded and shared, if requested, with Dyson.
- 6.1.4 Comply with all trade and economic sanctions and embargo laws.
- 6.1.5 Not conduct unauthorised subcontracting, including delegating or otherwise transferring any portion of the activities that are performed for Dyson to a third party.
- 6.1.6 Comply with all applicable laws and Dyson policies.
- 6.1.7 Commit to protecting Dyson's intellectual property rights and maintaining the confidentiality of Dyson's confidential information.
- 6.1.8 Uphold standards of fair business, advertising and competition.
- 6.1.9 Commit to protecting the reasonable privacy expectations of individuals with regard to their personal information, including suppliers, customers, consumers and employees. Comply with privacy and information security laws and regulatory requirements.

7. Corrective Actions and Remediation

Where a non-compliance is identified, via self-assessment, audit or other means, Dyson and its Business Partners shall establish and/or participate in effective and timely corrective action measures and remediation processes.

EECoC Implementation & Compliance

Dyson and its Business Partners will integrate these standards into business operations, including appropriate management systems and training. This EECoC, or an alternative of equivalent standards or higher, shall be clearly displayed in the language(s) of the Workers, in all manufacturing facilities and accommodation.

Dyson will conduct risk assessments and assess compliance with the EECoC, including via audits by Dyson or authorised third parties acting on Dyson's behalf. Audits may be performed without prior notice and they may require access to any areas of the Business Partner's and its subcontractors' premises (including areas that are not dedicated to Dyson). Business Partners must provide full cooperation, including by providing timely access to all information, personnel, premises, facilities, records, policies and systems as may be requested by Dyson or its third-party auditor for the purpose of carrying out such audits.

Where Dyson and a Business Partner have entered into a legally binding agreement ("Agreement"), the terms of this EECoC shall apply to the Business Partner in addition to the terms of the Agreement. Where this EECoC imposes a higher standard than the Agreement, the higher standard shall prevail to the extent that there is any conflict or inconsistency. Nothing in this EECoC shall limit or exclude any of the rights and remedies to which Dyson is entitled, or the obligations to which a Business Partner is subject, under the Agreement. Breaches of the EECoC by a Business Partner will be deemed to constitute a material breach of the Agreement with Dyson, and may impact the terms of our business relationship, up to and including termination.

Where non-compliance is identified, Business Partners shall work alongside Dyson to create and implement corrective actions within agreed timeframes.

In addition to the implementation of these standards in their own operations, Business Partners are obliged to take a proactive approach to ensuring these standards are implemented within their own supply chain.

Dyson may provide supplementary documentation relating to the EECoC as well as documentation to support continual improvement in sustainability performance, including policies, standards and guidance. Dyson reserves the right to review, assess, or monitor its Business Partners' Sustainability Practices when deciding to award future or continue existing business. Dyson reserves the right to update this EECoC from time to time, and it will notify Business Partners of any changes.

Support and Reporting Concerns

Dyson and its Business Partners shall have programmes in place to ensure that whistleblowers may raise concerns confidentially, anonymously and without fear of retaliation (provided such concerns are raised acting in good faith) as permitted by law. Business Partners must report suspected violations of the EECoC to Dyson's Legal Compliance and Ethics team (lce@dyson.com) or to Dyson's Sustainability team in a timely manner.

Business Partner Acknowledgment

We have received the Dyson Ethical and Environmental Code of Conduct and understand that compliance is a fundamental condition of our contractual relationship with Dyson.

Full Legal Entity Name

Signature of Company's Director

Name of Company Director

Date
