

# Anti-Human Trafficking and Slavery Policy

## PURPOSE

AnaSpec Inc. prohibits human trafficking and slavery.

AnaSpec is committed to a work environment that is free from human trafficking and slavery, which for purposes of this policy includes forced labor and unlawful child labor. AnaSpec will not tolerate or condone human trafficking or slavery in any part of our organization.

AnaSpec employees, subsidiaries, contractors, subcontractors, vendors, suppliers, partners, and others through whom AnaSpec conducts business must avoid complicity in any practice that constitutes trafficking in persons or slavery.

## SCOPE

This policy applies to all personnel employed or engaged in providing services to AnaSpec, including, but not limited to, employees, officers, and temporary employees of AnaSpec and independent contractors (for ease of reference throughout this policy, “employees”).

Every employee is responsible for reading, understanding, and complying with this policy. AnaSpec managers are responsible for ensuring that employees who report to them, directly or indirectly, comply with this policy and complete any certification or training required of them. If you have any questions or concerns relating to this policy, consult with the AnaSpec legal department or human resources department.

## PROCEDURE

This Policy prohibits the following activities:

Engaging in trafficking in persons.

Procuring commercial sex acts during the performance of their duties.

Using forced labor.

Using child labor.

Using any individual held in slavery or servitude.

Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses.

Using misleading or fraudulent recruitment practices, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place.

Charging employees recruitment fees.

Failing to provide, when portions of contracts or subcontracts are performed outside their home country, return transportation or pay for the cost of return transportation upon the end of employment for an employee who is not a citizen of the host country in which the work is taking place and who was brought into that country for the purpose of working on our behalf.

Providing return transportation or paying the cost of return transportation for an employee that is the victim of trafficking, child labor or slavery and is seeking victim services or legal redress in the country of employment, or providing return transportation or paying the cost of return transportation for an employee that is a witness in an enforcement action related to human trafficking, when the return transportation obstructs victim services, legal redress, or witness activity.

Providing or arranging housing that fails to meet the host country's housing and safety standards.

Failing to provide an employment contract, recruitment agreement, or similar work document in writing and in a language the employee understands, to the extent such work documents are required by law or contract to be in writing.

Failing to provide an employment contract, recruitment agreement, or similar work document that, to the extent the work documents are required by law or contract to be in writing, does not include details about the work description, wages, prohibitions on recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance

process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Failing to provide an employment contract, recruitment agreement, or similar work document to an employee at least five days prior to the employee relocating if the employee must relocate to perform the work and to the extent the work documents are required by law or contract to be in writing.

## **MANDATORY REPORTING REQUIREMENTS**

Report any conduct that you believe to be in violation with this policy to AnaSpec's human resources department. Reports may also be made through AnaSpec's Ethic's Hotline at 510.791.9560 x226 or via website:

[helpline@anaspec.com](mailto:helpline@anaspec.com) which allows anonymous reporting as permitted by applicable law.

Employees who fail to report actual or suspected misconduct may be deemed in violation of this policy.

## **DISCIPLINARY ACTIONS**

AnaSpec will not tolerate retaliation against an employee for reporting a concern in good faith or for cooperating with a compliance investigation, even when no evidence is found to sustain the report.

Any violation of this policy may result in grounds for disciplinary action, up to and including termination. AnaSpec has the exclusive right to interpret this policy regarding their respective employees.

Violation of the U.S. Government policy against human trafficking may also result in criminal prosecution of responsible individuals.

## **NON-RETALIATION POLICY**

AnaSpec Inc. companies do not tolerate retaliation or threats of retaliation against anyone who raises a concern under this Policy or who assists with an internal or external audit or investigation. Any employee who engages in retaliation or threats of retaliation will face disciplinary action, including potential termination of employment.