

SOLSTICE ADVANCED MATERIALS PARTNER CODE OF BUSINESS CONDUCT

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SOLSTICE ADVANCED MATERIALS' PARTNER CODE OF BUSINESS CONDUCT

Solstice Advanced Materials is committed to integrity and compliance in everything we do. As part of that commitment, Solstice Advanced Materials expects its business partners (including, but not limited to: suppliers, sales intermediaries, consultants, agents, and other third parties that transact with Solstice Advanced Materials) to ensure that they provide their employees a safe working environment, treat their workers with dignity and respect, engage in environmentally sound and sustainable manufacturing processes, and comply with all applicable laws in all countries in which they conduct business. Business partners are expected to foster a culture where employees and managers can communicate openly and raise concerns without fear of retaliation, intimidation, or harassment.

Solstice Advanced Materials' Partner Code of Business Conduct (the "Partner Code") sets forth Solstice Advanced Materials' commitment to integrity and compliance within its global supply chain. We expect all our partners to adhere to the Partner Code and to ensure these requirements are met within their supply chains. Solstice Advanced Materials may visit (and/or have external monitors visit) partner facilities, with or without notice, to assess compliance with the Partner Code. Upon request, partner will provide Solstice Advanced Materials all information reasonably required to enable Solstice Advanced Materials to assess compliance with the Partner Code. Adherence to the requirements set forth in the Partner Code will be considered in making business decisions. Failure to comply with the Partner Code may result in termination as a Solstice Advanced Materials partner and possible legal action.

LABOR AND HUMAN RIGHTS

Solstice Advanced Materials is committed to supporting human and workplace rights in our global operations and supply chain. This commitment is reflected in our Human Rights Policy which is grounded in international human rights principles that independent organizations have proposed, such as the United Nations Guiding Principles on Business and Human Rights, Ten Principles of the United Nations Global Compact, the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, and all applicable laws. We expect our partners to demonstrate their commitment to human rights. Anyone can report a potential violation of these commitments through [Solstice Advanced Materials' Integrity Helpline](#).

FAIR TREATMENT

Partners shall commit to a workplace free of harassment and unlawful discrimination. Examples of conduct that could be characterized as "harassment" include, without limitation, threatening or subjecting workers with harsh or inhumane treatment, sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, and unreasonable restrictions on entering or exiting company-provided facilities.

NO INVOLUNTARY LABOR OR HUMAN TRAFFICKING

Partners shall not traffic in persons or use any form of slave, forced, bonded, indentured, or involuntary prison labor. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. As part of this commitment to prohibiting human trafficking, partners may not engage in any of the following conduct:

- Destroying, concealing, or confiscating identity or immigration documents;
- Using fraudulent recruiting tactics; or
- Charging employees unreasonable recruitment fees or providing inadequate housing based on local standards, laws and directives.

NO CHILD LABOR

Child labor is strictly prohibited. Partners shall not employ children. The minimum age for employment or work shall be 16 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Partner Code does not prohibit participation in legitimate and lawful workplace apprenticeship programs.

WAGES AND BENEFITS

Partners shall pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. In addition, partners 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.

FREEDOM OF ASSOCIATION

Partners shall recognize and respect employee rights to join or not join any lawful organization. Partners 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. Partners shall respect their employees' right to make informed choices about labor representation, free of coercion. Where a partner's employees have labor representation, the partner shall strive to build a positive, business-focused relationship with the representatives while continuing to meet its commitments to each of its employees.

SUBCONTRACTOR COMPLIANCE

Partners agree that any workers supplied by subcontractors to work at the partner's facilities will be treated in a manner consistent with the principles set forth in this Partner Code.

HEALTH AND SAFETY

Partners shall comply with all applicable health, safety and environmental laws and regulations. Partners should address the following in their health and safety programs:

OCCUPATIONAL SAFETY

Partners shall commit to the safety and health of their employees, and shall ensure that required training of personnel has been completed prior to initiating any work activity. Partners should have or subscribe to a written safety and health program. Partners are 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.

EMERGENCY PREPAREDNESS

Partners 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 partner's sites.

OCCUPATIONAL INJURY AND ILLNESS

Partners 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 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.

SANITATION, FOOD AND HOUSING

Partners shall provide workers with clean toilet facilities, access to potable water and if food preparation and storage facilities are provided these shall be sanitary. Worker dormitories provided by the partner or a third-party agency shall meet acceptable living conditions. Such facilities shall be clean and safe and provide adequate emergency egress, adequate heat and ventilation, reasonable personal space, and reasonable entry and exit privileges.

ENVIRONMENTAL

We expect our partners 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. Partners shall also comply with all applicable health, safety and environmental laws and regulations when conducting business. By way of example, partners shall:

- Obtain and keep current all required environmental permits and registrations;
- Reduce, control and/or eliminate wastewater, waste and pollution at the source;
- Reduce, control and/or eliminate air emissions of volatile chemicals, corrosives, particulates, aerosols and combustion products;
- Conform to applicable labeling and warning requirements;
- Identify, manage, store, move and handle hazardous substances in accordance with law; and
- Maintain a program appropriate to their size and resources to understand and mitigate greenhouse gas emissions in their operations, facilities, and supply chain.

INTEGRITY AND COMPLIANCE

BUSINESS INTEGRITY

Partners shall comply with all laws and regulations of all applicable jurisdictions, including all applicable anticorruption, anti-fraud, and fair competition laws. Partners may not give, solicit or receive commercial bribes or unlawful kickbacks to/from anyone, and must be careful to avoid situations giving rise to even the appearance of impropriety. Partners must conduct business without engaging in corrupt practices intended to improperly influence a business action or decision and may never take advantage of anyone through unfair dealing. Partners should never misrepresent the quality, features, or availability of their products or services, or the nature of their engagement, and agree to maintain integrity, transparency, and accuracy in corporate record keeping.

BOOKS AND RECORDS

Partners are expected to create and maintain accurate books and records, along with all relevant supporting documentation, and refrain from altering any record to conceal or misrepresent the underlying transaction. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event documented. When a record is no longer needed to conduct current business, records should still be retained based on applicable legal retention requirements.

CONFLICTS OF INTEREST

Partners are required to uphold Solstice Advanced Materials' reputation and avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. A conflict of interest typically occurs when personal interests interfere with or appear to interfere with a partner's ability to perform the work/services without bias. Partners are expected to notify Solstice Advanced Materials if an actual or potential conflict of interest arises. This includes any situations of potential or apparent conflicts between the partner's or its employees' personal interests and the interests of Solstice Advanced Materials.

PROTECTION OF INTELLECTUAL PROPERTY

Partners 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.

COMMITMENT TO RESPONSIBLE AI

Partners shall comply with applicable artificial intelligence (AI) laws and regulatory requirements. Partners shall disclose to Solstice Advanced Materials any anticipated High Risk or Prohibited AI Systems as defined by the European Union AI Act or equivalent laws in other applicable jurisdictions. Partners will ensure responsible and ethical use of AI tools and virtual platforms, while protecting confidential and sensitive business information. "AI tools" may include, but are not limited to: chatbots (automated conversational agents that simulate human interaction and provide responses to user queries in natural language), content generators (tools that create text, images, audio, code, or other forms of media based on user prompts or data inputs), and data assistants and agents (AI-driven systems that analyze, extract, summarize, or visualize data to support decision-making, research, or operational functions). Partners agree they shall not facilitate the use of AI to generate abusive, fraudulent, deceptive, misleading,

illegal, violent, hateful, threatening, or inappropriate content. Partners shall not use AI to engage in or facilitate any action or generate any content that infringes, misappropriates, or otherwise violates any third-party rights. Partners shall follow an industry standard set of principles similar to Solstice Advanced Materials' Responsible AI Principles in any AI Systems supplied to Solstice Advanced Materials.

SUBSTANCE ABUSE

Partners 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, partners 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.

RESPONSIBLE SOURCING OF MINERALS, METALS AND MATERIALS

Partners shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, and gold in the products they manufacture or source to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High Risk Areas, or an equivalent and recognized due diligence framework. To the extent a partner supplies products containing any other minerals, metals or materials in scope of applicable conflict mineral laws or any other similar law regarding responsible sourcing of minerals, metals or materials, Partner commits to have a supply chain process to ensure reasonable inquiry into the country of origin of such minerals, metals and materials incorporated into such products.

QUALITY

Partners shall take due care to ensure their work product meets applicable quality standards. Partners shall put in place quality assurance processes to identify defects and implement corrective actions, and to facilitate the delivery of a product or service whose quality meets or exceeds the contract requirements. Partners shall develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

PRIVACY AND INFORMATION AND CYBER SECURITY

Partners shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Partners 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 industry-standard physical, technical and administrative security procedures. Partners shall maintain incident response programs, appropriate backups, and disaster recovery programs in the event of cyber security incidents that compromise the confidentiality, integrity, or availability of said information. Partners shall comply with applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared. Partners 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.

TRADE CONTROLS

Partners shall comply with all applicable laws and regulations governing international trade, including import controls, export controls, and trade sanctions. Partners must know and provide to Solstice Advanced Materials, upon request, the respective export classification and Harmonized Tariff Schedule code for all items supplied to Solstice Advanced Materials and information regarding Partner's beneficial ownership. Partners must understand the export classification of all items provided to them by Solstice Advanced Materials and have appropriate controls to protect against access to those items by unauthorized persons. Partners shall not transfer Solstice Advanced Materials' technical information to any third party without the express, written permission of Solstice Advanced Materials.

U.S. GOVERNMENT PROCUREMENT

Partners who work with Solstice Advanced Materials in support of a U.S. Government contract are expected to adhere to additional requirements that apply to contracting with the U.S. Government. This includes, but is not limited to: a) fair and open competition; b) ethical conduct with regards to U.S. Government employees concerning gifts, hospitality and offers of employment; c) delivery of products and services that conform to specifications, laws and regulations; d) adherence to government accounting and pricing

requirements; e) appropriate protection of sensitive U.S. Government information; and e) prompt reporting of any credible evidence of a violation of law or regulations. Please refer to Section IV Reporting Section for more information.

MANAGEMENT SYSTEM

Partners shall adopt and implement a management system to comply with the principles set forth in this Partner Code. Management Systems will vary from partner to partner based upon the nature, size and scope of the business and its risks. The management system will be designed to ensure (a) compliance with applicable laws, regulations and customer requirements; (b) conformance with this Partner Code; (c) mitigation of risks, and (d) a process to track, measure and drive improvements in the management system. The management system should contain at a minimum the following elements:

- **Company Commitment and Management Accountability** through policy statements affirming the partner's commitment to compliance and identifying a company representative[s] responsible for ensuring implementation of the management systems.
- **Risk Assessment and Risk Management** process including diligence systems and monitoring requirements to identify risks associated with the partner's operations and their value chain or their customers. As regulations continue to change and emerge, the partner's management system should include a process to monitor and track regulatory activity that may impact its business and that of its customers and suppliers relating, but not limited to, environmental impact, restricted material usage, conflict minerals, hazardous waste, human rights and trade restrictions.
- **Training Programs** for training managers and workers to implement the partner's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.
- **Standards, Audits and Assessments** to ensure conformity to legal and regulatory requirements, the content of the Partner Code and customer contractual requirements.
- **Corrective Action Process** for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.
- **Documentation and Records** to ensure compliance with the principles of this Partner Code.
- **A Process to Communicate Partner Code Requirements to Their Partners** and monitor partner compliance with the Partner Code.

REPORTING CONCERNS

If you become aware of a situation that may involve a violation of this Partner Code, you have a responsibility to report it. Please note that failure to comply with this Partner Code may result in termination as a Solstice Advanced Materials partner and possible legal action.

Calling: 1-888-829-8316 if dialing from the United States. If you want to report in another language or see specific phone numbers outside of the United States, refer to the [Solstice Advanced Materials Integrity and Compliance Web Page](#) for a listing of additional country specific helpline numbers.

Online: by submitting an online report at <https://solstice.speakfullynow.com>

Solstice Advanced Materials will treat all reports confidentially to the extent possible, consistent with the law, Company policy and the Company's need to conduct a thorough investigation. All reports will be investigated promptly and thoroughly, consistent with applicable law and, upon the advice and approval of the Solstice Advanced Materials Law Department, may be reported to the appropriate authorities.