

# Marvell Supplier Code of Conduct

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Marvell Technology Group Ltd. and its subsidiaries and affiliates (“Marvell”) are committed to conducting business in a lawful and ethical manner, including engaging with Suppliers that are committed to the principles set forth in the Marvell Supplier Code of Conduct (“Supplier Code”).

## 1. COMPLIANCE WITH THIS SUPPLIER CODE OF CONDUCT.

The business and labor practices of our Suppliers and their employees, agents and subcontractors (collectively referred to as “Suppliers”) must adhere to the standards of this Supplier Code when conducting business with or on behalf of Marvell. Suppliers are required to promptly inform Marvell when any situation develops that causes the Supplier to operate in violation of this Supplier Code. Compliance with this Supplier Code is required in addition to any other obligations in any agreement Suppliers may have with Marvell.

## 2. LEGAL AND REGULATORY COMPLIANCE..

All Suppliers must conduct their business activities in full compliance with applicable laws and regulations while conducting business with or on behalf of Marvell, including but not limited to the following:

- a. **Anti-Corruption.** Suppliers shall not engage in corruption, bribery, extortion or embezzlement to obtain an unfair or improper advantage. Suppliers shall comply and require their Suppliers to comply with all applicable anti-corruption laws in the countries in which they operate, including the US Foreign Corrupt Practices Act and laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations. Suppliers must not, directly or indirectly, offer or pay anything of value (including travel, gifts, hospitality expenses, and charitable donations) to any official or employee of any government, government agency, political party, public international organization, or any candidate for political office to (i) improperly influence any act or decision of the official, employee, or candidate for the purpose of promoting the business interests of Marvell in any respect, or (ii) otherwise improperly promote the business interests of Marvell in any respect.
- b. **Unfair Business Practices.** Suppliers must conduct business in full compliance with antitrust, advertising, and fair competition laws that govern the Suppliers’ conduct in the jurisdictions in which they conduct business.
- c. **Business Records and Disclosure of Information.** Suppliers must honestly and accurately record and report information regarding their business activities, labor, health, safety and environmental practices as required by law, and create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- d. **Insider Trading.** When in possession of material, non-public information about Marvell or information about another company, obtained through working with Marvell, Suppliers may not buy or sell Marvell securities or another company’s securities or share such information with others.
- e. **Trade Compliance.** Suppliers are required to comply with all applicable export, re-export, import, and economic sanctions laws and regulations.

## 3. BUSINESS PRACTICES AND ETHICS.

Suppliers are required to conduct their business operations ethically, including but not limited to, in compliance with the following:



- a. **Conflicts of Interest.** Suppliers must avoid the appearance of a conflict, or an actual conflict of interest. Suppliers must not deal directly with any Marvell employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Supplier or is employed by the Supplier. Suppliers shall disclose to [compliance@marvell.com](mailto:compliance@marvell.com) any relationships with Marvell employees that may have a potential to create the appearance of a conflict of interest, or an actual conflict of interest.
  - b. **Gifts and Entertainment.** Gifts and business entertainment exchanged with Marvell employees must comply with applicable laws and, must not violate the giver's and/or recipient's policies. Suppliers may offer Marvell employees gifts and entertainment only if they are: a) appropriate (no cash or cash equivalents); b) do not create an actual impropriety or perception of impropriety; c) of reasonable value; and d) given with full transparency of their value. Suppliers must never give a gift or provide business entertainment to any Marvell employee or contractor in close proximity to a major business decision such as a contract award or in an attempt to influence a business decision. Marvell policy requires that:
    - i. the value of a gift (something of value provided for personal use) is at or below US\$250 (even if promotional in nature) and may not be given or received more than two times per calendar year;
    - ii. the value of entertainment, including business meals, may not exceed US\$500, and may not be given or received more than four times per calendar year; and
    - iii. any exceptions must be pre-approved by Marvell's Chief Compliance Officer.
  - c. **Protection of Intellectual Property.** Suppliers must respect intellectual property rights of all parties, and must:
    - i. comply with the intellectual property ownership rights of Marvell and others including, but not limited, to copyrights, patents, trademarks, and trade secrets; and manage the transfer of technology and know-how in a manner that protects intellectual property rights;
    - ii. safeguard information of its customers and other third parties;
    - iii. use information technology and software that has been legitimately acquired and licensed; and
    - iv. use software, hardware, and content only in accordance with their associated licenses or terms of use.
  - d. **Use of Marvell Information Technology and Systems.** Any information technology and/or systems, including email provided to Suppliers to conduct business on behalf of Marvell, may only be used for Marvell business purposes. Suppliers are strictly prohibited from using Marvell information technology and/or systems to create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate, or to send any false, derogatory, or malicious communications. Suppliers must comply with Marvell requirements and procedures for maintaining passwords, confidentiality, security and privacy. Marvell may monitor all use of its network and all systems (including email) and may access all data stored or transmitted using Marvell's network as permitted by law.
  - e. **Speaking on Marvell's Behalf.** Suppliers must make no statements on Marvell's behalf to the press or social media outlet about or on behalf of Marvell unless expressly authorized to do so by Marvell.
4. **HEALTH AND SAFETY.**  
Suppliers are expected to ensure a safe and healthy working environment and must comply with all applicable health and safety laws including those applicable to the areas of occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing. Suppliers' workplaces are expected to have adequate heating, air-conditioning and ventilation systems, personal space, first-aid supplies, toilets, break-room facilities and emergency exits in place.
5. **LABOR PRACTICES AND HUMAN RIGHTS.**  
Marvell expects its Suppliers to share their commitment to human rights and equal opportunity in the workplace in conformance with the International Labor Organization (ILO) standards.



<https://www.ilo.org/global/standards/lang--en/index.htm>. Suppliers must provide a workplace free of harassment and unlawful discrimination, including discrimination based on race, color, sex, national origin, religion, age, disability, gender identity or expression, marital status, pregnancy, sexual orientation, political affiliation, union membership, or veteran status. Suppliers must conduct their employment practices in full compliance with all applicable laws and regulations, including but not limited to:

- a. **Discipline or Abuse.** Physical abuse or discipline, the threat of physical abuse, harassment (sexual or other harassment), verbal abuse, intimidation, and withholding pay or making deductions from a worker's pay as a form of discipline are strictly prohibited.
  - b. **Freedom of Association.** Suppliers shall, in conformance with local law, respect the right of workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers shall be able to openly communicate with management regarding working conditions without fear of discrimination, intimidation or harassment.
  - c. **Prevention of Involuntary Labor.** Suppliers must ensure that all work is voluntary, and may not use any form of slave, forced, bonded, indentured or prison labor. Suppliers must not traffic workers or in any other way exploit workers by means of threat, force, coercion, abduction, or fraud.
  - d. **Prevention of Underage Labor.** Suppliers must not employ workers under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is more restrictive. Workers under the age of 18 must not perform hazardous work and shall not be required to work overtime or provide nighttime work. Suppliers may provide legitimate workplace apprenticeship programs for educational benefit.
  - e. **Provide Access to Work-Related Documents.** Suppliers are prohibited from requiring workers to surrender government issued identification, passports, or work permits as a condition of working, and Suppliers may only temporarily hold onto such documents to the extent reasonably necessary to complete legitimate administrative and immigration processing. Workers must be free to leave work and terminate their employment or other work status with reasonable notice. If a Supplier employs workers who are not a national of the country in which the work is taking place, and who are brought into that country to work for the Supplier, then upon the end of the worker's employment, the Supplier shall provide return transportation to his/her origin or reimburse the worker for the cost of such trip.
  - f. **Third-Party Employment Agencies.** Suppliers shall ensure that the third-party recruitment agencies it uses are compliant with the provisions of the Supplier Code and the law. Workers shall not be required to pay recruitment, hiring, or other similar fees related to their employment. Suppliers must bear or reimburse to their workers the cost of any such fees.
  - g. **Wages and Working Hours.** Suppliers must pay at least the legally required minimum wage and provide all legally mandated benefits relevant to where the work is performed. Suppliers shall follow all applicable laws and regulations with respect to working hours and days of rest, and all overtime must be voluntary. Workers must be given clear, understandable contracts regarding the terms and conditions of their engagement in a language understood by the worker.
- 6. ENVIRONMENTAL PROTECTION.**
- Marvell is committed to protecting the environment, and environmental responsibility is at the core of how we operate. Suppliers shall comply with applicable environmental laws and regulations; develop, implement and maintain environmentally responsible business practices; obtain and keep current all required environmental permits, and comply with any reporting requirements applicable to such permits; and implement systematic approaches to identifying, managing, reducing and disposing or recycling all hazardous and non-hazardous waste, including any wastewater.



#### 7. RESPONSIBLE BUSINESS ALLIANCE (RBA) CODE OF CONDUCT.

Suppliers and their subcontractors that are contracted to manufacture Marvell products or related components are expected to comply with the RBA Code of Conduct available at <http://www.responsiblebusiness.org/>. When requested, Suppliers shall provide Marvell evidence of compliance with the RBA Code of Conduct, which will be used by Marvell in its sourcing and procurement decisions.

#### 8. RESPONSIBLE SOURCING.

Suppliers and their subcontractors that are contracted to manufacture Marvell products or related components shall exercise due diligence when sourcing materials used in their supply chain and shall develop and implement policies and management systems to identify applicable risks and appropriate mitigation plans. Suppliers must comply with Marvell's Policy Statement on Conflict Minerals, posted at <https://investor.marvell.com/static-files/f2dbb2ae-180c-4f88-82af-0374fbb5afa4>.

#### 9. AUDITS AND ASSESSMENTS.

Suppliers are required to self-monitor their compliance with this Supplier Code and the law; however, Marvell, in its discretion, may periodically conduct audits, including environmental or social audits of Suppliers' facilities and operations, and those of their subcontractors that provide goods and/or services to Marvell, or engage a third party to do so. Suppliers shall have a process for the timely correction of any violations or deficiencies identified by an internal or external audit, assessment, inspection, investigation or review. Marvell may require the immediate removal of any representative or employee of a Supplier that behaves in a manner that is unlawful or inconsistent with this Supplier Code or Marvell's Code of Business Conduct and Ethics, posted at <https://www.marvell.com/company/assets/Marvell-Code-of-Ethics.pdf>.

#### 10. CERTIFICATIONS.

Marvell may, at its discretion, require Suppliers to certify their compliance with the Supplier Code, and to correct any violations or deficiencies identified by any internal or external audit, assessment, inspection, investigation or review.

#### 11. AMENDMENT OF THE SUPPLIER CODE.

Marvell may amend the terms of the Supplier Code, in its sole discretion, from time to time.

#### 12. REPORTING QUESTIONABLE OR ILLEGAL BEHAVIOR.

Suppliers may report suspected violations of applicable laws or the Supplier Code and Marvell will not retaliate against anyone making a good faith report of wrongdoing.

- a. **Whistleblower Protection and Anonymous Complaints.** Supplier shall provide an anonymous complaint mechanism for its employees and other stakeholders to report grievances, and shall protect whistleblower confidentiality and prohibit retaliation.
- b. **Reporting Violations of the Supplier Code or the Law.** To report questionable behavior or a possible violation of the Supplier Code or the law, you may contact Marvell by any of the following methods:
  - a. **Email:** send an email to [compliance@marvell.com](mailto:compliance@marvell.com)
  - b. **Concern Line:** send a report through the Marvell Concern Line at <http://concernline.marvell.com> or by phone using the numbers provided at that website. The Concern Line is administered by a third-party vendor, and is available 24 hours per day, every day. Reports will be treated as confidential to the extent possible and may be submitted anonymously where permitted by law.

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For more information about Marvell's Corporate Social Responsibility programs, please visit [www.marvell.com](http://www.marvell.com).

This Supplier Code is based on industry and internationally accepted principles, such as the Responsible Business Alliance (RBA) Code of Conduct, The UN Guiding Principles on Business and Human Rights, The ILO Declaration on Fundamental Principles and Rights at Work, and The UN Universal Declaration of Human Rights. This Supplier Code is not intended to create new or additional rights for any third party.