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CANADA

SMART's Report to Bill S-211 – Forced Labour in Canadian Supply Chain

MAY 31, 2024

SMART Technologies ULC

Reporting Year: FY24 – April 2023 / March 2024
Business number: 104890978
Industry: Education Technology

Report - Modern Slavery Statement for FY2024

This report is made pursuant to Bill S-211, an Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains. This report outlines the approach and initiatives by SMART Technologies to identify and address the risks of forced labour and child labour in its business operations and supply chains during the fiscal year commencing April 2023 and ending April 2024.

Organizational Structure

SMART Technologies ULC is a leading company working to create and advance technologies that help teachers and students make meaningful connections. SMART's head office is in Calgary, Alberta, Canada. SMART has offices in the US, Europe, Asia, Middle East, and Africa.

SMART's Supply Chain activity is conducted under SMART Technologies ULC. SMART Technologies ULC was incorporated August 1987. SMART Technologies ULC employs 600 people worldwide to develop, market, sell and manage the supply chain for interactive flat panels, Interactive white boards, software, and accessories. SMART Technologies ULC is owned by SMART Technologies Inc. SMART Technologies Inc. is majority owned by Foxconn.

Below is a section of SMART & Foxconn's Code of Conduct pertaining to Labour and Human Rights:

Code of Conduct – Section II

II. Labor and Human Rights

We are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.

The recognized standards such as the Universal Declaration of Human Rights (UDHR), the International Labor Organization (ILO) and the Ethical Trading Initiative (ETI) have been used as references in preparing this Code.

Labor and Human Rights Codes include:

1) Freely Chosen Employment

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities, including, if applicable, workers' dormitories or living quarters. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Employers, agents, and sub-agents may not hold or otherwise destroy, conceal, confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Employers can only hold documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

2) Child Labor Prohibition and Young Workers Protection

Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person 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 greatest. Shall implement an appropriate mechanism to verify the age of workers. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

Shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. If child labor is identified, assistance or remediation is provided.

Supply Chain Assessment

From April 2023 to April 2024, SMART's supply chain consisted of 26 suppliers manufacturing SMART Branded products. SMART's products are distributed worldwide through SMART's three warehouses. These third-party warehouses are located as follows:

- Plainfield, Indiana, USA
- Venlo, Netherlands
- Shenzhen, Guangdong, China

As part of SMART's Supplier selection process, Suppliers must go through SMART's Supplier Assessment Audit. Each Supplier completes SMART's QAL-F-0048 Supplier Assessment Questionnaire. SMART will review their responses and then visit the Supplier's site and conduct an audit. Section 5 of the QAL-F-0048 questionnaire pertains to the Suppliers Code of Conduct, H&S, Environment, BCP and Labour. During the audit, the Supplier is to provide the Company's documented Code of Conduct/Ethics, explain how their company addresses SA8000: 2008 social accountability compliance with supporting evidence. They are also asked to explain how their company ensures their suppliers have documented and auditable SA 8000 compliant practices or RBA (Responsible Business Alliance) compliant practices.

Once the Supplier has passed the audit and is selected, SMART & the Supplier will sign the Supply Agreement. Below is the section of the SMART's Supply Agreement pertaining to the Code of Conduct:

22.10 SMART Supplier Code of Conduct:

Buyer is committed to the highest standards of social and environmental responsibility and ethical conduct. Buyer's suppliers are required to provide safe working conditions, treat workers with dignity and respect, act fairly and ethically, and use environmentally responsible practices wherever they make products or perform services for Buyer. Buyer requires its suppliers to operate in accordance with the principles in the Buyer Supplier Code of Conduct ("Code") and in full compliance with all applicable laws and Regulations. This Code goes beyond mere compliance with the law by drawing upon internationally recognized standards to advance social and environmental responsibility. This Code outlines Buyer's expectations for Seller's conduct regarding labor and human rights, health and safety, environmental protection, ethics, and management practices. Buyer shall assess Seller's compliance with this Code, and any violations of this Code may jeopardize Seller's business relationship with Buyer, up to and including termination. This Code applies to the Seller and its subsidiaries, affiliates, and sub-suppliers (each a

“supplier”) providing goods or services to Buyer, or for use in or with Buyer products. Additionally, Buyer maintains detailed standards that explicitly define Buyer expectations for compliance with this Code.

Seller shall read, sign, and adhere to all elements of “SMART’s Supplier Code of Conduct,” included here as Appendix I. Seller shall review and re-acknowledge understanding and compliance via signing this document on an annual basis, within 30 days of the anniversary of final execution of this Supply Agreement.

External Website Link to SMART’s Supplier Code of Conduct:

<https://downloads.smarttech.com/website/about/environmental-commitment/SMART-supplier-code-of-conduct.pdf>

SMART’s Environmental Commitment page:

<https://www.smarttech.com/en/about/environmental-commitment>

Ongoing Compliance

Yearly, SMART’s Quality team will conduct a process audit at our Supplier’s site (QAI-F-0046). Child Labor and forced labor is covered during these audits. To date, the team has not seen any evidence of child labor or forced labor at our Suppliers sites.

Currently SMART and our Suppliers do not have any measures to remediate victims of forced or child labor. The Quality, Supply Chain & Engineering teams have not been formally trained in this area, self-training only. 2024, SMART has introduced Udemy to their employees. Udemy offers ESG courses, which we can pursue to help educate and inform our employees.

ATTESTATION

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for the entity or entities listed above. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above. This attestation is being made pursuant to section 11(4)(a) of the Act.

Matthew Sudak
Director, SMART Technologies ULC

DocuSigned by:

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I have the authority to bind 'SMART Technologies ULC'