

## **Supplier Social Compliance Standards**

### **Section I Overview**

- 1.1 UP Fintech Holding Limited, its subsidiaries, and consolidated affiliated entities (the “**Company**”) respect international social and environmental principles aimed at promoting and protecting human rights and the environment. Our policies align with the goals of several international standards, including the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work.
- 1.2 The Company is aware of the impacts its business operations can have on society and the environment and is committed to being socially accountable and conducting business in a manner that enhances society and the environment. The Company extends this responsibility throughout its supply chain and to its Suppliers and encourages its suppliers, distributors, agents, consultants and other business partners ( the “**Suppliers**”) to maintain the same ethical and compliance expectations outlined within the Company’s Supplier Compliance Standards (the “**Standards**”). The Company requires our Suppliers to uphold the human rights of workers, fully comply with applicable laws and regulations, and adhere to internationally recognized environmental, social, and product and services quality expectations.
- 1.3 The Company strives for continuous improvement, encourages and embraces transparency on corporate social responsibility topics, and is committed to working with our Suppliers to meet—and potentially exceed—the expectations outlined in these Standards.

### **Section II Supplier Social Compliance Standards-Reflect The Company’s Values**

#### **2.1 Worker Health and Safety**

The Supplier shall provide a secure, safe and healthy workplace by complying with all applicable occupational safety and health laws, rules and regulations as well as by mitigating the risk of accidents, injury, and exposure to health risks.

Access to clean facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe and meet the basic needs of workers.

#### **2.2 Protection Against Child Labor**

The Supplier shall not tolerate any form of child labor or exploitation within its supply chain and is committed to eliminating any forms of child labor from its supply chain. Child shall be defined as any person under the age of 18, under the

age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The Company expects our Suppliers to support and participate in industry efforts aimed at identifying and eliminating child labor wherever it exists within the supply chain.

### **2.3 Prohibit Forced Labor and Abuse of Labor**

Suppliers will not utilize or benefit in any way from forced or compulsory labor nor utilize factories or subcontractors that force unpaid labor, including—but not limited to—all forms of slavery, prison, abuse, and indentured or bonded labor. All work must be voluntary, giving workers the freedom to terminate their employment at any time. Suppliers must not retain any personal identification, travel documents, or wages as conditions of employment. The recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force, coercion or other means, for the purpose of exploiting them is prohibited.

### **2.4 Discrimination and Harassment**

The Supplier shall be firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, ethnicity, religion, gender, age, national origin or any other protected class.

The Supplier shall not tolerate any form of mistreatment in the workplace. All workers will be treated with dignity and respect and will not be subject to any form of unethical treatment, sexual harassment, abuse, corporal punishment or mental, physical, or verbal coercion, or the threat of any such treatment. Disciplinary policies and procedures in support of these requirements should be clearly defined and communicated to each worker.

### **2.5 Working Hours and Wages**

The Suppliers should provide wages at least equal to the applicable legal minimum wage and any associated statutory benefits. If there is no legal minimum wage, Suppliers must ensure that wages are at least comparable to those at similar companies in the local area or to prevailing industry norms. Working hours, overtime hours, schedules, and rest periods should reflect applicable legal norms and overtime hours should be paid at the legally mandated premium or at least at the same rate as regular hours worked if there is no mandated premium. Benefits should be at least equal to any associated statutory benefits.

### **2.6 Freedom of Association**

The Suppliers should respect all employees' right to freely associate, join labor

unions, seek representation, join work councils, engage in collective bargaining and other protected activities and the right to refrain from such activities. Employees shall be permitted to communicate openly and constructively to share grievances without fear of retribution, retaliation, or reprisal.

## **2.7 Environmental Commitment**

The Suppliers shall strive to conduct their operations in a way that conserves natural resources and complies with all applicable quality, health, safety and environmental regulations. All required permits, licenses and registrations will be obtained, maintained, and kept up-to-date.

Waste will be minimized and items recycled wherever practicable. Effective controls of waste in respect of ground, air and water pollution shall be adopted. In the case of hazardous materials, emergency response plans must be in place. In respect of packaging and paper, undue and unnecessary use of materials should be avoided, and recycled materials used whenever appropriate. In respect of energy use, all production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximize efficient energy use and to minimize harmful emissions.

## **2.8 Business Integrity**

The Supplier shall be committed to doing business ethically and lawfully. Suppliers must not directly or indirectly provide or receive improper business advantages by offering, giving, or receiving anything of value in exchange for preferential treatment. This includes prohibitions on bribery, extortion, embezzlement, conflicts of interest, falsification of documents, collusive bidding, price fixing, price discrimination, and unfair trade practices relating to bribery, corruption, money laundering and antitrust. The Suppliers shall abide by all applicable anti-corruption laws and regulations of the countries in which they operate, including the Foreign Corrupt Practices Act (FCPA) and other relevant international anti-corruption conventions.

## **Section III Consequences of Violation**

### **3.1 Grievance Mechanisms**

The Company expects Suppliers to provide grievance mechanisms that are transparent, responsive, and confidential to workers and other parties throughout the supply chain. Concerns reported to these mechanisms shall be addressed in a timely manner, and workers who speak up in good faith should be protected from retribution and retaliation. Suppliers should promptly notify the Legal & Compliance Department of the Company of any concerns or violations reported

through a grievance mechanism that violates the Standards.

### **3.2 Accountability**

The Company has assigned our Legal & Compliance Department to overall accountability for tracking and responding to issues and questions relating to, and reported violations of, these Standards. If the Legal & Compliance Department receives information regarding an alleged violation of these Standards, he or she or such other authorized person will investigate the alleged violation. The Supplier is required to cooperate fully with any inquiry or investigation relating to an alleged violation of these Standards.

### **3.3 Auditing**

The Company reserves the right to verify the ongoing compliance with the Standards. This may be done through internal and external assessment mechanisms, such as questionnaires, surveys, and announced and unannounced onsite assessments. Such audits may inspect Suppliers' facilities, operations, and books and records.

### **3.4 Consequences of Violation of Standards**

If non-compliant activity is discovered or otherwise reasonably suspected, the Supplier will be required to implement corrective actions. The Company reserves the right to suspend its business relationship with the Supplier if nonconformities are observed and/or the Supplier refuses to effectively implement corrective actions. In such circumstances, the Company may also terminate its business relationship with the Supplier in addition to any other rights or remedies available to the Company. Certain violations of these Standards may require the Company to refer the matter to the appropriate governmental authorities for criminal prosecution.

If you have any additional questions about the Standards, please contact the Company at [Ethics@itiger.com](mailto:Ethics@itiger.com).