

# Biometrics Policy

## 1.0 BACKGROUND/INTRODUCTION

Flex, Ltd. (the "Company") may collect certain biometric data from employees and contractors located in the United States. This policy explains what information the Company may collect, how this information may be used, how it is stored, safeguarded, retained, and disposed of.

The Company may utilize biometric technology for building access, timeclocks and health screenings to ensure accuracy in recording time entries, security, and safety. Pursuant to the possible use of the biometric technology, the Company has instituted the following biometric information privacy policy.

## 2.0 PURPOSE

The Company, its vendors, and/or the licensor of the Company's building access, timeclock, and health screening software (hereinafter "Biometric Software") may collect, store, and use facial shapes, a scan of face geometry, or fingerprint data or other biometrics data and identifiers to give employees and contractors access to the Company's facilities and to its time and attendance system (via scanners), for identification, fraud prevention, health screenings and pre-employment hiring purposes.

The Company, its vendors, and/or the licensor of the Company's Biometric Software will not sell, lease, trade, or otherwise profit from employees or contractors' biometric data; provided, however, the Company's vendors and the licensor of the Company's Biometric Software may be paid for products or services used by the Company that utilize such biometric data.

## 3.0 SCOPE

3.1. Employees and contractors located in the United States.

## 4.0 DEFINITIONS AND ACRONYMS

"Biometric data" means personal information stored by the Company regarding an individual's physical characteristics that can be used to identify a person, such as fingerprints, voiceprints, facial shape, or scan of hand or face geometry and as defined by applicable State and local laws. Biometric data includes "biometric identifiers" and "biometric information" and as defined by applicable state or local laws.

"Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry and as defined by applicable State and local laws. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color.

Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996.

"Biometric information" means any information, regardless of how it is captured, converted, stored, or shared based on an individual's biometric identifier used to identify an individual and as defined by State and local laws. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

## **5.0 PROCEDURE**

To the extent that the Company, its vendors, and/or the licensor of the Company's Biometric Software collect, capture, or otherwise obtain biometric data relating to an employee or contractor, the Company must first:

1. Inform the employee or contractor in writing that the Company, its vendors, and/or the licensor of the Company's Biometric Software are collecting, capturing, or otherwise obtaining the employee or contractor's biometric data, and that the Company is providing such biometric data to its vendors and the licensor of the Company's Biometric Software;
2. Inform the employee or contractor in writing of the specific purpose and length of time for which the employee or contractor's biometric data is being collected, stored, and used; and
3. Receive a written release signed by the employee or contractor (or his or her legally authorized representative) authorizing the Company, its vendors, and/or the licensor of the Company's Biometric Software to collect, store, and use the employee or contractor's biometric data for the specific purposes disclosed by the Company, and for the Company to provide such biometric data to its vendors and the licensor of the Company's Biometric Software. The employee or contractor is free to decline to provide biometric identifiers and biometric information without any adverse consequence by the Company and, if they consent, later may revoke this consent at any time by notifying the Company in writing.

## **6.0 RESPONSIBILITIES**

### **Disclosure**

The Company stores all biometric data in accordance with applicable standards and laws. The Company will not sell, lease, trade, or otherwise profit from an employee or contractor's biometric data.

The Company will not disclose or disseminate any biometric data to anyone other than its vendors and the licensor of the Company's Biometric Software providing products and services using biometric data without/unless:

1. First obtaining written employee or contractor consent to such disclosure or dissemination (See Attached Acknowledgment Form);

2. The disclosed data completes a financial transaction requested or authorized by the employee or contractor;
3. Disclosure is required by state or federal law or municipal ordinance; or
4. Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

## 7.0 RECORD RETENTION REQUIREMENT

### Retention Schedule

The Company shall retain biometric data only until, and shall request that its vendors and the licensor of the Company's Biometric Software permanently destroy such data when, the first of the following occurs:

1. The initial purpose for collecting or obtaining such biometric data has been satisfied, such as the termination of the employee or contractor's relationship with the Company;  
or
2. Within 3 years of the employee or contractor's last interaction with the Company.  
(Flex's goal is to destroy such data within 60 days of last interaction, unless otherwise required by law)

Biometric data will be deleted from the Company's Biometric Software systems promptly after a employee or contractor's relationship with the Company ceases.

In no situation will biometric data be retained for more than three years after an employee or contractor's last interaction with the Company, unless otherwise required by law.

## 13.1 Data Storage

Biometric data will be stored, transmitted, and protected using a reasonable standard of care for the Company's industry, in a manner that is the same as or that exceeds the standards of care used to protect other confidential information held by the Company. This includes, among other things, restricting access to biometric data to authorized Company employees or vendors who have a business need to access the information, and using reasonable technological means to prevent unauthorized access to the information. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which the Company stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

**(Note: This section is Mandatory if this Policy/Process/or Procedure is related to or leads to the generation of records.)**

## 8.0 DOCUMENT REVIEW AND APPROVAL REQUIREMENTS

A copy of this policy will be made publicly available at [www.flex.com](http://www.flex.com).

The Company will update this policy if it begins collecting biometric data for any other purposes. The Company reserves the right to amend this policy at any time.

## 9.0 ATTACHMENTS/APPENDICES

### **FLEX, LTD. BIOMETRIC INFORMATION PRIVACY POLICY ACKNOWLEDGEMENT AND CONSENT**

The employee or contractor named below has been advised and understands that the Company, its vendors, and/or the licensor of the Company's Biometric Software may collect, retain, and use biometric data for the purpose of building access, timeclocks and health screenings to ensure security, safety, and accuracy in recording time entries. Biometric Software is a computer-based system that may scan an employee or contractor's facial geometry or fingerprint for purposes of identification. The computer system may extract unique data points and create a unique mathematical representation used to verify the employee or contractor's identity, for example, when the employee or contractor arrives at or departs from the workplace.

Applicable State and local laws regulate the collection, storage, use, and retention of biometric identifiers and biometric information. Biometric identifier means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric information means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

The employee or contractor understands that he or she is free to decline to provide biometric identifiers and biometric information to the Company, its vendors, and/or the licensor of the Company's Biometric Software without any adverse action. The employee or contractor may revoke this consent at any time by notifying the Company in writing.

The undersigned employee or contractor acknowledges that he/she has received the attached *Biometric Information Privacy Policy*, and that he/she voluntarily consents to the Company, its vendors', and/or the licensor of the Company's Biometric Software's collection, storage, and use of biometric data through Biometric Software, including to the extent that it utilizes the employee or contractor's biometric identifiers or biometric information as defined in applicable State and local laws, and voluntarily consents to the Company providing such biometric data to its vendors, and/or the licensor of the Company's Biometric Software.

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Signature

Date

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Name (print)