



# SUPPLIER CODE OF CONDUCT

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SADEX in accordance with its values and corporate policy, has drafted a Supplier Code of Conduct which defines the framework and necessary conditions for establishing lasting trust and quality relationships with its suppliers / subcontractors.

This Code of conduct demonstrates SADEX's willingness to apply its ethical, social and environmental commitment principles in the conduct of its activities to its suppliers / subcontractors.

The suppliers / subcontractors, referenced by SADEX, must therefore comply with the following rules and standards:

- National and international laws and regulations relating to its activities,
- Universal Declaration of Human Rights adopted by United Nations in 1948,
- International Convention on Children's rights adopted by United Nations in 1989,
- Core Conventions of the International Labour Organization (ILO)

By signing this Code of conduct, SADEX's suppliers / subcontractors undertake to:

- Meet the requirements of this Code of conduct;
- Ensure that their own suppliers / subcontractors meet these same requirements.

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By signing this Code of conduct, the supplier / subcontractor authorizes SADEX or external provider mandated by the latter to conduct audits aiming to verify compliance, in the conduct of its activities, with legal and regulatory requirements as well as with the provisions of this Code of conduct.

The supplier / subcontractor shall keep all necessary and appropriate documentation to demonstrate its compliance with this Code of conduct as well as with applicable laws and regulations.

In the conduct of its activities, the supplier / subcontractor declares to act in accordance with the following principles:

## I) Compliance with laws and regulations

The supplier / subcontractor shall ensure that its activities, its products and services provided to SADEX comply with applicable local / national and international laws and regulations relating to its activities.

## II) Prohibition of Discrimination

The supplier / subcontractor shall fight against all forms of discrimination and particularly those related to gender/sex, origin, religion, union membership or political affiliation and shall promote cultural diversity.



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## III) Protection of Health and Safety

The supplier / subcontractor shall ensure and verify, on a regular basis, that the safety, health and hygiene conditions at its workplace (offices, factories...) as well as its facilities comply with laws and the applicable standards. He undertakes to take all necessary measures to ensure the protection of its employees health and safety working in its offices and in its production site and thus to prevent the risk of work accidents and of diseases.

The supplier / subcontractor shall ensure that its activities do not harm the health and safety of its employees, its sub-contractors, workers, neighbouring populations and users of its products. Furthermore, the supplier / subcontractor undertakes to manufacture and deliver products to SADEX in accordance with the respect of applicable rules of consumer's health and safety.

The supplier / subcontractor agrees to provide employees a minimum, reasonable access to potable water, sanitation, fire safety, emergency preparedness, industrial hygiene, lighting and adequate ventilation. The supplier / subcontractor ensures that the same standards apply to all facilities such as canteens and dormitories (if any).

The supplier / subcontractor agrees to take into account the climate changes impacts in the management of his activities including health and safety.

## IV) Working Hours

The supplier / subcontractor undertakes to respect the laws in force in the country of manufacture or transformation of SADEX products relating to the maximum duration of working time and overtime and, in any case, to international rules set by the International Labor Organization concerning its activity sector. Moreover, he ensures that its employees have sufficient rest time.

## V) Remuneration

The supplier / subcontractor shall provide each employee at least the minimum legal wage and social benefits that provides for decent living conditions, in relation to the cost of living close to his operate site. He undertakes to pay his employees their wages on time and on a regular basis and to provide them clear and written accountancy information for each wage period being precised that no amount can be deducted from employee's wages for disciplinary reasons.

Employees shall be paid for overtime performed pursuant to applicable local / national laws  
The supplier / subcontractor must allow their employees taking their annual leave and sick leave without any financial repercussions and employees shall be allowed to take maternity and paternity leave in accordance with applicable national laws in force.



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## VI) Working Conditions – Prohibition of forced or compulsory labor

The supplier / subcontractor is committed to ensuring that every employee is treated with respect and dignity. He is committed to fighting against all degrading practices in the company, whether corporal punishment, harassment in any form, forced labour or work under threat.

The supplier / subcontractor undertakes to exercise vigilant control and to take all appropriate measures with respect to its own suppliers and subcontractors to ensure that no one uses forms of forced labor, exercised under threat or coercion. Otherwise, the supplier / subcontractor undertakes to immediately cease all relations with the latter(s)

The supplier agrees that all work, including overtime, be done voluntarily. Employees must be free to leave their employment after reasonable notice. The supplier agrees not require its employees to leave him their identity card, passport or government-issued work permits as a condition of employment.

In general, the supplier / subcontractor undertakes to take all necessary measures to improve its employees working conditions and to set up appropriate means of communication enabling employees to express their views, possible grievances, concerns and / or complaints to the Management.

## VII) Respect of the right to organize and the freedom of association

The supplier / subcontractor shall respect the rights of its employees including the right to bargain collectively, the opportunity to be represented, the freedom of association and trade union activity in accordance with the applicable national legislation. He shall ensure that its employees may openly express themselves in its company concerning matters related to their working conditions

## VIII) Child Labour

The supplier / subcontractor declares and undertakes to comply with the Convention on Children's Rights adopted by the United Nation in 1989 as well as laws and regulations in force locally governing child labour.

The supplier / subcontractor and its own suppliers / subcontractors shall respect the age limit set in the laws of each country where they operate, and in any case, they undertake, regardless of the country's legislation, to never hire children under the age of 15 years.

The supplier / subcontractor undertakes to adhere to national child labor and learning programs and to comply with the laws and regulations relating to the establishment of such programs.



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## IX) Business Ethics

The supplier / subcontractor agrees to comply with the highest standards of moral and ethical conduct in its business. All forms of corruption, extortion, fraud, counterfeit or antitrust practices shall be prohibited.

Furthermore, the supplier / subcontractor shall be transparent and shall immediately reveal to SADEX any conflict of interest known or that may appear as a conflict of interest.

The supplier/subcontractor agrees not to knowingly source conflict minerals—specifically tin, tantalum, tungsten, and gold (3TG)—from conflict-affected or high-risk areas, including the Democratic Republic of the Congo and neighboring countries. The supplier/subcontractor shall implement the necessary due diligence procedures in accordance with the OECD Guidelines for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, including:

- Identifying the smelters and refiners involved in its 3TG supply chain and ensuring, to the extent possible, that they are certified by a recognized program (e.g., Responsible Minerals Initiative - RMI);
- Complete and submit, upon request by SADEX, the latest version of the Conflict Minerals Reporting Template (CMRT);
- Pass these requirements on to its own suppliers and subcontractors providing products containing tin, tantalum, tungsten, or gold.

The supplier/subcontractor acknowledges the rapidly evolving nature of export control regulations and economic sanctions. The supplier/subcontractor agrees to implement the necessary internal systems and procedures to comply with these regulations, not to expose SADEX to a violation of these regulations, and to immediately notify SADEX if the supplier/subcontractor or any of its shareholders holding 50% or more of its capital were to become subject to a restrictive measure. Upon request, the supplier/subcontractor agrees to provide SADEX with the information necessary for its own regulatory compliance (export classification, percentage of content by country of origin, etc.).

## X) Protection of the Environment

The supplier / subcontractor shall comply with international and national/local laws and regulations in force governing environment protection. The supplier / subcontractor shall set up an environmental policy aiming to achieve the profession's best practices related to environment matters.

The supplier / subcontractor shall evaluate the impact that its production sites, products and services may have on the environment and shall set quantified targets for reducing its impacts in the context of climate changes.

The supplier / subcontractor offers to SADEX products and services enabling it to reduce its direct impacts, for example its energy consumption.

The supplier / subcontractor offers to SADEX recyclable and recoverable products at the end of its life.



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The supplier / subcontractor undertakes to provide SADEX with all the necessary and appropriate information to make the environmental assessments of its products and services and to carry out its environmental reports if any.

In accordance with the principles of the automotive industry's Green Procurement Guidelines, the supplier/contractor agrees to implement a policy for the responsible management of sensitive raw materials used in its products, including natural rubber, cobalt, aluminum, and polymers. To this end, the supplier/subcontractor undertakes to assess the environmental and societal risks associated with these materials within its supply chain, to promote responsible sourcing, and to address any identified gaps through a corrective action plan.

The supplier/subcontractor undertakes to provide SADEX with all information necessary for conducting environmental assessments of its products and services and for its environmental reporting.

The supplier/subcontractor undertakes to integrate biodiversity conservation and the prevention of deforestation into its risk management system. The supplier/subcontractor undertakes not to contribute to deforestation or unregulated land conversion in the course of its activities and procurement, in accordance with the New York Declaration on Forests and the OECD-FAO Guidelines on Responsible Agricultural Supply Chains. The supplier/subcontractor incorporates these risks into its procedures for selecting and evaluating its own suppliers.

The supplier/subcontractor agrees to implement a policy to reduce its greenhouse gas emissions (Scopes 1, 2, and 3), in line with the automotive industry's decarbonization goals. Upon request by SADEX, the supplier/subcontractor agrees to:

- Report its GHG emissions (Scopes 1, 2, and 3) related to the goods and services provided to SADEX;
- Provide, where applicable, information regarding the carbon footprint of its products (Product Carbon Footprint);
- Set quantified targets for reducing its emissions and report on them annually.

The supplier/contractor agrees to comply with the European REACH Regulation (EC No. 1907/2006) concerning the registration, evaluation, authorization, and restriction of chemicals, as well as any applicable national or international regulations regarding hazardous substances. In particular, the supplier/subcontractor undertakes to:

- Identify and report to SADEX the presence of any Substance of Very High Concern (SVHC) in the articles it supplies, provided that the concentration exceeds the regulatory threshold;
- Establish a formalized process for assessing the REACH compliance of its own suppliers, through a questionnaire or self-assessment, and communicate the results to SADEX upon request;
- Maintain the necessary technical documentation (safety data sheets, declarations of compliance) and make it available to SADEX upon request.



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## XI) Personal Data Protection

In the context of its business relationship with SADEX, the supplier / subcontractor undertakes to comply with laws and regulations applicable to the protection of personal data and, as the case may be, the data he may manage / treat on behalf of SADEX or to which it has access, and this in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free flow of this data, known as the "GDPR" Regulation.

In this respect, the supplier / subcontractor undertakes to:

- implement appropriate technical and organizational measures to ensure the integrity, security and confidentiality of SADEX's personal data.
- notify SADEX, immediately and in writing, of any security incidents that result in or may accidentally or unlawfully result in the destruction, loss, alteration, disclosure or unauthorized access of personal data of SADEX.
- inform SADEX in writing, as soon as he is aware of any request concerning SADEX personal data, as well as to reasonably cooperate with SADEX to enable this latter to respond to requests from exercising the rights of the persons concerned by the data processing (right of access, rectification, opposition, erasure, etc.).
- inform in advance SADEX in writing of any transfer outside the European Union that he intends to carry out and the measures taken to ensure an adequate level of protection required by the applicable laws and regulations.

At the end of the business relationship, for whatever the reason, and without prejudice to applicable laws and regulations, the supplier / subcontractor undertakes to give back or delete, at SADEX's discretion, SADEX's personal data, including any existing copies.

## XII) Social and Societal Responsibility:

The supplier/subcontractor agrees to conduct risk-based due diligence to identify, prevent, mitigate, and report on actual and potential negative impacts on human rights and the environment within its operations and supply chain, in accordance with the United Nations Guiding Principles on Business and Human Rights (Ruggie Principles) and the OECD Guidelines.

The supplier/subcontractor agrees to complete any questionnaire assessing its environmental, social, and governance (ESG) performance requested by SADEX, including via specialized third-party platforms (such as EcoVadis, Sedex, or equivalent). An insufficient rating may lead to the development of a corrective action plan, or even to the suspension or termination of the business relationship.

In accordance with the United Nations Women's Empowerment Principles (UN Women's Empowerment Principles), the supplier/subcontractor commits to promoting professional equality between women and men within its organization, particularly with regard to equal pay for work of equal value (ILO Convention No. 100).

Furthermore, SADEX encourages its suppliers/subcontractors to incorporate, to the extent possible, initiatives aimed at promoting the inclusion of women-owned and women-led businesses (Women-owned/Women Business Enterprises – WBE) within their own supply chains, particularly by giving



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preference to suppliers certified by recognized diversity organizations or members of associations of women-owned businesses.

The supplier/contractor agrees to establish or maintain a reporting mechanism accessible to its employees, business partners, and subcontractors, enabling them to report, in complete confidentiality and without fear of retaliation, any actual or potential violation of laws, internal policies, human rights, or the principles of this Charter. This mechanism may take the form of a telephone or digital hotline, a dedicated email address, or any other appropriate channel. The supplier/subcontractor guarantees the protection of whistleblowers against any form of retaliation.

The supplier/subcontractor agrees to communicate transparently about its practices and performance regarding social and environmental responsibility. As such, it agrees to respond diligently and transparently to any request for information from SADEX—whether financial or non-financial—regarding its level of compliance with the requirements of this Charter. The supplier/subcontractor also undertakes to publish, or make available upon request, an annual CSR or sustainability report detailing its commitments, performance indicators, and progress made in the environmental, social, and governance areas. This report serves as evidence that SADEX may use in connection with its own reporting and assessment obligations (including EcoVadis, due diligence reports, and CSRD).

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The supplier / subcontractor acknowledges that compliance with the principles listed in this Code of conduct is an essential component of its commercial relationship with SADEX. The failure to comply with one of these principles can justify the immediate termination of the commercial relationship without the supplier / subcontractor being able to claim any financial compensation or damages.

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## Supplier / Subcontractor Commitment

Company name:

Signatory name:

Title:

Date:

Signature:

Company stamp: