

PREAMBLE

The Sonceboz Group is aware of the economic, ecological and social impact of its activities and implements the guidelines of ISO 26000 and the UN Global Compact. We also expect the same of our suppliers, particularly with regard to human rights, safety at work, environmental protection and the fight against corruption.

The requirements contained in this Code of Conduct define the Sonceboz Group's expectations regarding the mindset and behaviour of its suppliers in the accomplishment of their activities. They are considered to be the basis for the successful execution of business relations between the Sonceboz Group and its suppliers.

I. CORPORATE SOCIAL RESPONSIBILITY

A. Protection of human rights

Our suppliers respect and uphold internationally recognised human rights, as set out in the following legal framework : the UN Covenants I and II, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Elimination of All Forms of Discrimination against Women, the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, the Conventions on the Rights of the Child, on the Rights of Persons with Disabilities, for the Protection of All Persons from Enforced Disappearance and the fundamental conventions of the International Labour Organisation ("ILO").

B. Protection against discrimination and harassment

Our suppliers ensure equal opportunities and treatment in employment, without discriminating against their employees on the basis of their ethnic origin, skin colour, age, gender, sexual orientation, disability, religion, political affiliation, syndicate membership, nationality or marital status.

They ensure that neither they, nor their parent companies, subsidiaries, affiliates or subcontractors engage in discriminatory employment practices, particularly with regard to recruitment, promotion, training, remuneration and benefits, disciplinary measures and dismissal.

Finally, our suppliers undertake to prohibit all forms of harassment in the workplace. Suppliers will not subject or threaten their employees to excessively harsh or inhumane treatment, including sexual harassment, psychological or physical coercion or verbal abuse.

C. Prohibition of child labour

Our suppliers completely prohibit any form of child labour in the supply chain. In the course of their activities, they respect the fundamental rights at work laid down by the ILO, in particular Conventions No. 138 and 182 and the International Labour Office and International Organisation of Employers guidance tool of 15 December 2015 on child labour for business and human rights, as well as the OECD Guide of 30 May 2018 on due diligence for responsible business conduct or the United Nations Guiding Principles on Business and Human Rights.

Where applicable minimum age legislation prescribes an age higher than 14 for work, that age prevails.

Finally, our suppliers adopt concrete measures to identify, assess, eliminate or mitigate the risks of child labour in the supply chain. In particular, they allow all interested parties to express their concerns about child labour in the supply chain. They report on offers of goods or services for which there is a well-founded suspicion of the use of child labour in the supply chain. In this context, they shall set up a traceability system for these goods and services.

D. Prohibition of forced labour and human trafficking

Our suppliers will not traffic in human beings and will not use any form of forced labour, slavery or servitude.

Our suppliers will also ensure that their activities respect the strict rights of human beings to land, forests and water in the context of forced evictions.

All work must be voluntary and employees will be free to leave or terminate their employment with reasonable notice. Employees shall not be required to provide government-issued identification documents, passports or work permits as a condition of employment: the documentation required for employment shall be that required by applicable national law.

E. Health and safety at work

Suppliers shall ensure that, so far as is reasonable and practicable : (a) workplaces, machinery, equipment and work processes under their control do not present a risk for safety and health for workers ; (b) chemical, physical and biological substances and agents under their control do not present a risk for health where appropriate protection is provided ; (c) where necessary, appropriate protective clothing and equipment are provided to prevent, so far as it is reasonable and practicable, risks of accidents or adverse health effects.

Employees shall be provided with safety information concerning any hazards or hazardous materials, in order to instruct and protect them from such hazards.

F. Working hours, wages and benefits

The working hours of suppliers' employees must not exceed the maximum permitted by the national legislation in force. Suppliers shall ensure that wages are paid in legal currency, at regular intervals not exceeding one month, in full and directly to the workers concerned. Suppliers shall pay employees at least the minimum wage provided for by the national legislation in force and shall provide all the compulsory benefits provided for therein.

In all cases, remuneration and benefits must enable employees and their families to enjoy a decent standard of living. Deductions from wages are permitted only under conditions and within limits prescribed by national legislation or established by collective labor agreement. In addition, suppliers must inform the workers concerned of such deductions at the time of each payment.

In addition to remuneration for normal working hours, employees will receive compensation for overtime at a premium rate, as established by applicable national legislation.

Suppliers will grant leave periods, furloughs and holidays in accordance with applicable national legislation. Suppliers will maintain a transparent and reliable system of recording working hours and wages, and will pay employees on time, with the criteria for payment clearly indicated.

In addition, suppliers shall provide accident insurance for all employees covering medical treatment for work-related accidents.

G. Freedom of association

Our suppliers shall respect the right of employees to freely associate with, establish and join workers' organisations of their choice, to appoint representatives and to negotiate collective agreements in accordance with applicable national law.

Suppliers shall protect employees' organisations from interference in their establishment, operation or administration, in accordance with applicable national law. They shall protect their employees against all forms of discrimination tending to prejudice the exercise of their right to organise, to engage in trade union activities and to bargain collectively.

H. Supply of minerals and metals

The Sonceboz Group has adopted a policy aimed at avoiding the sourcing of so-called conflict minerals from the Central African region. Our suppliers are required to ensure that products supplied to the Sonceboz Group do not contain metals and minerals - consisting of tin, tantalum, tungsten and gold, but also cobalt and mica - from conflict zones or high-risk areas that directly or indirectly finance or benefit armed groups, or that cause or promote human rights abuses. They will respect their duty of care with regard to the purchase of such metals and minerals contained in their products throughout the supply chain. They will adopt concrete measures to identify, assess, eliminate and mitigate the risks of adverse effects in the supply chain and implement a traceability system for the metals and minerals concerned.

II. ENVIRONMENTAL RESPONSIBILITY

A. Sustainable development

Our suppliers must be committed to preserving natural resources, monitoring their energy consumption and reducing their environmental impact.

Throughout their own supply chain, they shall endeavour to reduce, in particular, their quantities of waste, their water consumption, their noise emissions and the discharge of waste water, their energy consumption, their production of waste, in particular through reuse or recycling, their greenhouse gas emissions and any other negative impact on biodiversity, animal welfare, the environment, health or safety.

In their activities, they undertake not to participate in the impoverishment and deterioration of soil quality, nor in the deforestation of wooded areas, so as not to harm biodiversity or the ability of populations to use the land sustainably.

They report on greenhouse gas emissions, particularly CO₂ targets, air pollution, water consumption, use of land and resources, human health, safety and the use of renewable and non-renewable energy. With regard to climate issues, our suppliers will consider the Recommendations of the Task Force on Climate-related Financial Disclosures and the Annex Implementing the Recommendations of the Task Force on Climate-related Financial Disclosures in their most recent version. Where possible, they will also consider the Guidance on Metrics, Targets, and Transition Plans in its most recent version.

B. Waste and emissions

Our suppliers must ensure the safe and proper handling, storage, transport, disposal, recycling, reuse and management of waste, air emissions and waste water. Any activity that could harm human health or the environment must be properly managed, measured and controlled, and the release of hazardous substances must be kept to a minimum. Our suppliers

are required to prevent or contain accidental spills and fugitive emissions of hazardous materials.

III. INTEGRITY AND ETHICS

A. Conflicts of interest

Suppliers are required to inform the Sonceboz Group of any situation that may constitute a conflict of interest, such as employees of the Sonceboz Group holding significant professional, private and/or financial advantages or interests in one of the supplier's activities, or when a supplier is a member of an association whose fundamental values conflict with those of the Sonceboz Group.

B. Competition law

Suppliers shall pursue their activities in compliance with the competition laws applicable to them. In this respect, they shall refrain from any practice, sales or promotional method, and more generally from any behaviour, which may be qualified as unfair under the applicable legislation.

Our suppliers do not under any circumstances participate in competition agreements (cartels) that are illegal under the applicable legislation. In particular, they are not party to agreements aimed at fixing prices, limiting production quantities, allocating markets or manipulating private or public tendering processes.

C. Combating corruption and money laundering

Our suppliers do not engage in or tolerate any form of corruption, extortion, embezzlement or money laundering. They take measures to combat the granting of an advantage, corruption and money laundering.

Our suppliers are required not to grant or accept any improper advantage, or any advantage that could be considered as improper remuneration, for the purpose of obtaining, maintaining or conducting business, or to secure any other improper advantage in their business dealings with the Sonceboz Group. Such improper advantages (e.g. bribes) include, for example, money, products, pleasure trips, unusual meals or other services. To be authorised, the benefit must meet the following requirements:

- must be permitted under applicable national law;
- must have a clear and legitimate commercial objective;
- must not be offered in exchange for an undue advantage;
- the nature, value and frequency of the benefit must be appropriate to the occasion for which it is provided;
- must be provided in a transparent manner.

D. Disclosure of company information

Our suppliers must accurately record and disclose information about their activities, structure, financial situation and business performance, in accordance with applicable national legislation.

E. Protection of anonymous information and reports

Our suppliers shall establish a reporting mechanism for employees to report workplace complaints and compliance violations in accordance with applicable national legislation. The protection and confidentiality of these employees must be guaranteed and retaliation prohibited.

F. Social community involvement

Our suppliers are encouraged to involve their employees as a community in order to work together to promote social development and contribute to the sustainability of the community in which they operate.

G. Data protection, intellectual property and confidentiality

Suppliers are required to protect and use confidential information appropriately, in particular that relating to the Sonceboz Group, as well as to protect the privacy of all employees and partners and applicable intellectual property rights.

Suppliers may not use the name, trademarks or products of the Sonceboz Group or its affiliates without the latter's prior written consent.

H. Export controls

The Sonceboz Group complies with Swiss export control regulations with regard to the international sanctions in force and expects its suppliers to do the same.

IV. IMPLEMENTATION

The Sonceboz Group shall inform all suppliers concerned within a reasonable time of the existence of this Code of Conduct and of any future amendments. This Code of Conduct forms an integral part of the contractual relationship between the Sonceboz Group and its suppliers.

Suppliers shall implement the principles of this Code in their supply chain and shall provide the Sonceboz Group with any written declaration of compliance requested pursuant to this Code of Conduct. Suppliers shall inform the Sonceboz Group of any breaches of the Code of Conduct.

The Sonceboz Group or a third party engaged by it is authorised to carry out random checks on its suppliers in order to verify the extent to which this Supplier Code of Conduct is being complied with. If the Sonceboz Group becomes aware of any breaches of the provisions of this Code of Conduct, it shall enter into dialogue with the concerned supplier and agree, by mutual agreement with the latter, on measures for improvement and a deadline for their implementation. If these measures are not implemented as agreed, the Sonceboz Group is entitled to terminate the business relationship. In the event of serious breaches of this Code of Conduct, the Sonceboz Group reserves the right to terminate the business relationship with immediate effect.

Finally, suppliers and their employees are entitled to contact the Sonceboz Group anonymously in the event of a breach of this Code of Conduct.

V. ENTRY INTO FORCE

This Supplier Code of Conduct for the Sonceboz Group shall enter into force on January 1st, 2024.