

## **SUPPLIER CODE OF CONDUCT**

REV. NO.03 – APRIL 2024

EXA.Group is committed to ensuring that working conditions in its supply chains are lawful and safe, workers are treated with respect and dignity and production processes are environmentally responsible. In accordance with the above, the EXA.Group's Suppliers are required, in all their activities, to operate in full compliance with the applicable laws, rules and regulations in force in the countries where they operate. This Supplier Code of Conduct is also in line with the International Labour Organization (ILO)'s core labour standards, with the aim of recognizing and contributing to corporate social responsibility standards.

EXA.Group requires its Suppliers to implement this Code of Conduct by applying the principles outlined below.

### **TRANSPARENCY**

Suppliers are expected to be transparent when engaging in on-site or in-factory assessments, providing the documentation necessary for demonstrating compliance with this Code of Conduct.

### **COMPLIANCE WITH LAWS, REGULATIONS AND PUBLISHED STANDARDS**

Suppliers must comply with all applicable laws, codes or regulations of the countries, states, and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety and labour practices.

### **SOCIAL INTEGRATION, DIVERSITY AND INCLUSION**

Social integration enables persons, regardless of their attributes, to enjoy equal opportunities, rights and services. Drawing from the EXA.Group's policy, Suppliers are encouraged to side with associations, specialist agencies and unemployment offices to integrate candidates into the social inclusion process, including, but not limited to: the physically disabled, those over 50 years of age, and/or persons re-entering the workforce after a long absence. EXA.Group also encourages its Suppliers in their pursuit to build a diverse and inclusive workforce that is involved, developed, empowered and trustworthy. EXA.Group strongly believes that "equitable" employers can outpace competitors that do not take this approach. As a matter of fact, the result is diverse and inclusive workplaces that earn deeper trust, constant commitment and higher performance from their employees.

### **OCCUPATIONAL HEALTH AND SAFETY**

Suppliers are expected to provide their employees with a safe and healthy work environment to prevent accidents and health damage caused by, related to, or occurring in the course of work or as a result of the Supplier's operations. Suppliers must regularly assess their workplaces for hazards and implement appropriate safety systems, controls and training related to machinery, fires, emergencies, chemicals, hazardous waste, electricity, hygiene, first aid, food preparation and consumption, lighting, ventilation, evacuation, personal protective equipment (PPE) and ergonomics.

### **PROHIBITION OF FORCED LABOUR**

It is forbidden for Suppliers to employ or in any case make use of forced labour, in any form whatsoever or by slavery or coercion. Refusal to work overtime shall not result in any disciplinary sanction, penalty and/or fine. Workers must not be locked inside of factory premises for any reason. Workers must not

be required to hand over any government-issued identification, passports, or work permits as a condition of employment.

## **PROHIBITION OF CHILD LABOUR**

Suppliers are prohibited from employing or otherwise using child labour during any phase of their activities. Workers must be at least the minimum age for employment as regulated by the laws of the countries in which the suppliers operate, or the age for completion of compulsory education in that country, the highest age is applicable. Under no circumstances may a worker be younger than 15 (fifteen) years of age, in accordance with ILO Minimum Age Convention No. 138. In accordance with this convention, young workers under the age of 18 (eighteen) must not perform work that may endanger their health, safety or development.

## **HARASSMENT AND/OR ABUSE**

Suppliers are required to treat each employee with dignity and respect and be committed to a workplace free of harassment. Suppliers must not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse.

## **DISCRIMINATION**

Suppliers must not discriminate against any worker based on their gender, race, colour, age, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status in their hiring and employment practices, such as incentives, promotions, access to training, job assignments, wages, benefits, discipline, termination and/or retirement. Furthermore, Suppliers must not request information about maternity and/or pregnancy, nor require a pregnancy test as a condition of employment.

## **FREEDOM OF ASSOCIATION**

Suppliers are expected to recognize and respect the right of workers to form and join trade unions and other worker organizations and/or participate in collective bargaining without fear of harassment, interference, or retaliation. Suppliers are also required to develop effective, respectful, and transparent grievance audiences and strategies to resolve disputes, complaints and ensure effective communication between employees, employee representatives and management.

## **WORKING HOURS**

Suppliers must ensure that regular working hours do not exceed the maximum set by law. Suppliers are required to record the overtime hours worked (where applicable) and be able to prove that they are consensual. Workers must be entitled to the continuous weekly rest hours established by applicable laws.

## **WAGES AND BENEFITS**

Suppliers must pay workers for all work completed, and at least the legal minimum wage or the prevailing industry wage, whichever is higher, also guaranteeing benefits where applicable, in any case in accordance with the law.

## **ENVIRONMENTAL COMPLIANCE**

Suppliers must comply with all environmental laws and regulations applicable to their operations worldwide. Such compliance must include, but not be limited to, the following items:

- Obtaining and maintaining environmental permits and timely filing mandatory reports.

- Ensuring the proper management of the waste produced, with particular attention to hazardous waste.
- Monitoring and managing all emissions produced by activities (emissions into the atmosphere, wastewater, noise pollution, etc.).

Moreover, the EXA.Group requires its Suppliers to cooperate in order to actively contribute to the worldwide targets for the reduction of direct and indirect greenhouse gas emissions (scope 1, 2 and 3 of the GHG protocol).

## **PROTECTION OF LOCAL COMMUNITIES**

Suppliers are expected to strive to have a positive influence on the societies and regions in which they operate, especially to respect local/indigenous communities and seek to prevent any harm to them in the performance of their activities. When operating with local/indigenous communities, Suppliers must commit to respect them and seek their free, prior and informed consent, protecting their human rights as defined by the United Nations Declaration on the Rights of Indigenous Peoples.

## **SAFETY AND PROTECTION OF PERSONAL DATA**

Suppliers must protect the personal data of all parties interfacing with the EXA.Group, safeguarding all confidential information. Furthermore, Suppliers are required to ensure that files/documents are not modified or deleted due to errors and/or deliberate actions (e.g., cyber-attacks) and/or as a result of malfunctions and/or damage to technological systems. EXA.Group expects its Suppliers to share sensitive data only with parties who are legally authorised and trained in the processing of personal data in accordance with applicable law and regulations.

## **CORRUPTION AND UNFAIR COMPETITION**

Suppliers must oppose all forms of corruption, extortion, and embezzlement. Bribes must not be paid or accepted, and illegal business or government inducements must not be used to obtain undue or illegitimate advantages. Suppliers are also expected to discourage the receipt of expensive gifts and/or financial benefits aimed at influencing business and/or commercial decisions and/or obtaining improper advantages. Suppliers must conduct their business in compliance with the principles of fair competition and the relevant antitrust laws. They must also commit to establishing targeted policies to foster fair and equitable competition between suppliers.

## **PREVENTION OF CONFLICTS OF INTEREST**

Within the scope of the business relationship, suppliers must commit to prevent the occurrence of circumstances of conflict of interest and to promptly inform the EXA.Group of any current and/or future, actual and/or potential situations of conflict between their own interests and those of the EXA.Group.

## **TRADE RESTRICTIONS AND NATIONAL AND/OR INTERNATIONAL SANCTIONS**

Suppliers must comply with international trade restrictions and their related economic and financial sanctions, as well as with all applicable import-export control laws and regulations.

## **INTELLECTUAL PROPERTY**

Suppliers are required to respect the industrial and intellectual property rights of the EXA.Group's companies. EXA.Group bases its activity on the ideals of legality and transparency and condemns any possible form of disturbance to the freedom of industry or trade, as well as any possible form of unlawful competition, fraud, counterfeiting or usurpation of industrial property rights, calling on all those who work in the interest of the companies of the EXA.Group to comply with the existing regulations on the protection of authentication, certification or recognition tools or signs, in defence of

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industry and trade. EXA.Group aims to safeguard its intellectual property rights, including copyrights, patents, trademarks and recognition signs, by adhering to the policies and procedures provided for its protection.

## **PUBLIC STATEMENTS**

Suppliers are expected to be extremely attentive and diligent with regard to public statements, ensuring that none of them can be attributed directly and/or indirectly to the EXA.Group and its companies.

## **INSPECTIONS AND CONTROL**

Suppliers must allow the EXA.Group's representatives to undertake, with or without prior notice, on-site inspections and/or control visits to observe the Supplier's ongoing practices in order to assess compliance with the expectations of this Code. During inspections, Suppliers are required to provide free access to the documents and records requested for viewing and to all physical facilities, including production and storage areas, etc.

## **CONTINUOUS IMPROVEMENT**

All Suppliers are expected to take the necessary corrective actions to promptly remediate any non-compliance and strive for long-term continuous improvement. EXA.Group and its companies reserve the right to terminate business relationships with any Supplier who is unwilling and/or unable to comply with this Code.

## **CARING FOR THE COMMUNITY**

EXA.Group encourages and sides with Suppliers who are engaged in promoting social and environmental development in their communities.

## **ACKNOWLEDGEMENT**

By signing this document, the Supplier accepts and acknowledges that they have received and read this Supplier Code of Conduct, thereby confirming that they are subject to and bound by the terms and conditions thereof.

SUPPLIER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Giuseppe Polvani**  
Founder and CEO



**EXA MP S.r.l.**

Via Cappuccini, 2 – 20122 Milan, Italy  
+39 02 40701989 • info@exagroup.net • exagroup.net