

# SUPPLIER CODE OF CONDUCT

Enabling trust

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## **1.PREAMBLE**

SICPA, as a global enterprise providing security inks and solutions for the authentication of banknotes, value documents and products as well as integrated secure track and trace systems, is fully committed to comply with recognized international business standards.

SICPA seeks to build long-term partnerships and maintain a close relationship with its Suppliers, based on trust and mutual respect.

This Supplier Code of Conduct set forth the framework of acceptable conduct SICPA expects from its suppliers, contractors, services providers, intermediaries, consultants and all other third-party companies included in SICPA supply chain (“The Supplier(s)”).

Since it is SICPA responsibility to ensure that SICPA Products and Services are created in a value chain compliant to international standards, SICPA expectations, notably regarding business ethics, labor, confidentiality, product compliance and business continuity have been summarized in this Supplier Code of Conduct.

SICPA expects all of its suppliers to share the principles which are expressed in this Supplier Code of Conduct, and which are an important component of supplier selection and evaluation.

This Supplier Code of Conduct is therefore made available to SICPA Suppliers with notably the goal of strengthening the mutual understanding of ethical behavior as well as good business practices.

## **2.ETHICS AND COMPLIANCE**

### **BUSINESS INTEGRITY**

The highest standards of integrity are expected in all business interactions. Compliance with applicable laws is an absolute requirement for SICPA. Each Supplier shall be familiar with the law as it applies to its activity and to comply with it.

### **FOREIGN TRADE CONTROLS**

The supplier shall comply with all sanctions laws and regulations issued by the EU, Switzerland, and the United States of America and other jurisdictions applicable and refrain from doing business with countries, companies and persons subject to sanction by those.

## **NO CORRUPTION - IMPROPER ADVANTAGE**

SICPA does not tolerate any form of corruption and expects the same from each Supplier and its subcontractors. It shall not, directly or indirectly, offer, promise or accept any bribes or improper advantages to any public official or any other third party. Moreover, it shall not offer to SICPA employees any gifts or any other kind of personal benefit.

The Supplier shall neither make nor accept facilitation payments of any kind. Should a facilitation payment be requested, then the Supplier shall immediately report such request to the person he is in contact with at SICPA or to SICPA Chief Compliance Officer at [compliance@sicpa.com](mailto:compliance@sicpa.com).

## **FAIR COMPETITION**

SICPA believes in the benefits of free competition and recognizes that it has to compete fairly and in compliance with the applicable competition laws. SICPA expects its Suppliers to comply with all applicable antitrust or competition laws.

## **SPEAK UP LINE**

SICPA has implemented the SICPA Speak Up Line. SICPA encourages employees and external stakeholder to report potential improper business practice. In case Supplier gets aware of such a practice the SICPA point of contact should be approached or the Speak Up Line should be used. SICPA is committed to a non-retaliation policy if the report is done in good faith. The Speak Up Line can be contacted via <https://www.sicpa.com/speak-up-line> .

## **PASSING DOWN TO SUBCONTRACTORS AND CONSEQUENCE OF NON-COMPLIANCE**

The Supplier shall pass the above obligations related to improper advantage and fair competition to any subcontractors used. Non-compliance may lead to immediate termination of the contractual relationship between the Supplier and SICPA.

## **3.LABOR**

### **CHILD LABOR**

The Supplier shall not employ or use child labor. In these Principles “child” means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. “Child labor” means any work by child or young person unless it is considered acceptable under the ILO Minimum Age Convention, 1973 (C 138).

The minimum age of employment or labor which, due to its nature or to the conditions in which it is exercised, may jeopardize the health, safety or morality of adolescent must never be less than 18.

### **FREELY CHOSEN EMPLOYMENT**

Forced, bonded, or indentured labor or involuntary prison labor is prohibited. All work will be voluntary, and workers should be free to leave upon reasonable notice and at their own will. Workers shall not be required to forfeit any documents related to travel, identification, and so on, as a condition of employment.

### **NON-DISCRIMINATION**

Recruitment, wage policy, admittance to training programs, employee promotion policy, policies of employment termination, retirement, and any other aspect of the employment relationship shall be based on the principle of equal opportunities, regardless of race, origin, gender, sexual orientation, age, religion, political affiliation, union membership, nationality, social origin, deficiencies, or handicaps.

### **HUMAN TREATMENT**

There is to be no harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse of workers; nor is there to be the threat of any such treatment.

## **EMPLOYMENT CONDITIONS**

The Supplier shall provide remuneration that meets any national legal standard on minimum wage. The basis on which employees are being paid is to be clearly conveyed to them in a timely manner. The Supplier shall secure that working hours are not excessive and as a minimum comply with applicable local laws. The Supplier shall respect the individual employee's need for recovery and secure that all employees have the right to adequate leave from work with pay.

## **FREEDOM OF ASSOCIATION**

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. The Supplier has to respect the rights of workers to associate freely, join or not join labor unions, seek representation, or join workers' councils in accordance with local laws. Employees shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

# **4. CONFIDENTIALITY, DATA PROCESSING, INTELLECTUAL PROPERTY RIGHTS & NO PUBLICITY**

## **CONFIDENTIALITY**

SICPA values and protects its proprietary and Confidential Information.

Confidential Information consists of any information that is not yet public information. It includes trade secrets, intellectual property, know-how, product recipes and formulas, pricing, engineering, technical designs, manufacturing ideas, business plans, data on personnel and other data.

The Supplier may have access to Confidential Information from SICPA and shall not disclose such information to any other person without SICPA written consent.

SICPA respects that third parties have a similar interest in protecting their own Confidential Information.

## **DATA PROCESSING**

SICPA may process information provided by Supplier to SICPA or publicly available information. Such data will be processed in connection with the current commercial relationship, and in particular to conduct check operations. This processing is justified by (i) the fact that data were made public by the Supplier, and/or (ii) SICPA's legitimate interests to comply with legal obligations and international standards."

## **INTELLECTUAL PROPERTY RIGHTS**

Intellectual property rights, including patents, trademarks, copyrights and trade secrets are also valuable assets and must be handled with care. The Supplier shall respect the intellectual property rights of SICPA, its affiliates, and business partners. The Supplier shall take appropriate steps to safeguard and maintain confidential and proprietary information of SICPA and shall use such information only for the purposes specified for use by SICPA. The Supplier shall observe and respect all SICPA patents, trademarks, and copyrights, and comply with all requirements as to their use as established by SICPA.

The use of Confidential Information must be reserved for business purposes only and not for personal benefit or the benefit of others. This information should be limited only to those who legitimately need it to do their work within the company.

The Supplier's responsibility to safeguard the Confidential Information does not expire with the termination or expiration of the supplier relationship. This responsibility continues until the information is made public or the confidentiality term set forth in the supply agreement expires.

## **NO PUBLICITY**

The Supplier is neither entitled to publicize their relationship with SICPA nor utilize SICPA trademarks unless SICPA has expressly given prior written authorization. In the event that such explicit authorization exists, the Supplier shall comply with all instructions and guidelines that SICPA may from time to time issue.

The Supplier shall not do publicity on product delivered to SICPA.

## **5.PRODUCT COMPLIANCE**

The Supplier will meet generally recognized or contractually agreed quality requirements in order to provide goods and services that consistently meet SICPA needs, perform as warranted and are safe for their intended use.

Documentation containing relevant and up-to-date information on health, safety & environment (e.g. Materials safety data sheets & regulatory information for chemicals, Certificate of Conformity for equipment) will be timely made available by the Supplier and will be provided to SICPA and other parties in case of a legitimate need.

The Supplier endeavors to timely meet SICPA regulatory requirements.

## **6. BUSINESS CONTINUITY**

### **PRODUCT CHANGE**

The Supplier shall promptly notify SICPA in writing of any change to the Products or any change to its processes and/or analytical methods relating to the Products. SICPA shall have the opportunity to test the Products and validate the change before the definitive implementation of this change.

### **CONTINGENCY PLAN**

The Supplier shall guarantee business as usual by managing business continuity plans to be ready to communicate properly should such situations occur. The Supplier endeavors to prepare crisis scenarios based on the most serious hazards and will test these scenarios regularly.

### **PRODUCT PHASE OUT**

The Supplier shall promptly notify SICPA in writing as soon as possible any decision to phase out Products. The Supplier shall make its best efforts to propose alternatives and to provide sufficient time to SICPA to enable smooth transition.

## **7. OCCUPATIONAL & PROCESS HEALTH AND SAFETY**

The Supplier shall develop a corporate culture which encourages everyone to make proposals on improving safety in his working environment. The Supplier shall provide a safe and healthy working environment.

The Supplier shall protect its employees from any chemical, biological and physical hazards and physically demanding tasks in the workplace as well as from risks associated with any infrastructures used by its employees. The Supplier shall provide appropriate controls, safe work, procedures, preventative maintenance, and necessary technical protective measures to mitigate health and safety risks in the workplace. When hazards cannot be adequately controlled by these means, the Supplier shall provide employees with appropriate personal protective equipment.

The Supplier shall have safety programs in place for managing and maintaining all its production processes in accordance with the applicable safety standards. The Supplier shall address product-related issues and their potential impact during all stages of the production process. For hazardous installations, the Supplier shall conduct specific risk analyses and implement measures that prevent the occurrence of incidences such as chemical releases and/ or explosions.

The Supplier shall make available safety information on identified workplace risks and the Supplier's employees will be correspondingly trained to ensure they are adequately



protected. The Supplier shall identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

## **8. ENVIRONMENT**

The Supplier shall operate in an environmentally responsible and efficient manner.

The Supplier should optimize energy and water consumption and favor the use of renewable natural resources.

The Supplier should ensure that effluents, industrial wastewater, waste (particularly hazardous waste) and substance emissions into the atmosphere are managed at the site level.

The Supplier makes sure that all the substances presenting an environmental risk are identified, labelled and stored in order to prevent any risk of pollution in the event of accidental emission or discharge, in accordance to local regulations at a minimum.

## **9. SECURITY**

The Supplier shall define and implement security policies in the area of buildings, products and information to bring confidence to his stakeholders.

## **10. MANAGEMENT SYSTEMS**

The Supplier shall implement management systems to facilitate adherence to all applicable laws and to promote innovation and continual improvement. These systems are expected to be certified according to international standards.

The Supplier is encouraged to fulfill the expectations set forth in this Supplier Code of Conduct by allocating appropriate resources and integrating it into its management systems.

## **11. MIRRORING OF SUPPLIER CODE OF CONDUCT**

The Supplier shall expect the same behaviour and level of commitment from his suppliers and sub-contractors as is established in this Supplier Code of Conduct.

## **12.DEVIATION FROM - OR NON-COMPLIANCE WITH THIS CODE OF CONDUCT**

Acknowledgment of this Code of Conduct is part of the qualification process of new Suppliers. Non-adherence to these principles is a factor in considering whether a Supplier is deemed eligible to do business with SICPA.

In case of deviation from or non-compliance with this Code of Conduct the Supplier shall contact its point of contact at SICPA. In case the Supplier should not feel comfortable to contact SICPA directly the SICPA Speak Up line can be contacted at [www.sicpa.com/speak-up-line](http://www.sicpa.com/speak-up-line).

Based on the assessment of information made available to SICPA, SICPA reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or terminate any relationship with any current Supplier found to be in violation of this Code of Conduct.

## ACKNOWLEDGMENT FORM

On behalf of \_\_\_\_\_ [name of Supplier]

I certify that I have been provided with a copy of SICPA's Supplier Code of Conduct, have read it, understand the importance of the Code of Conduct in the proper conduct of business for and with SICPA and commit my company to comply with the principles of it or will submit my company's own policy to SICPA for approval.

Signature : \_\_\_\_\_

Name of representative : \_\_\_\_\_

Position/Title : \_\_\_\_\_

Place and Date : \_\_\_\_\_