

Supplier Code of Conduct

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Enabling trust

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PREAMBLE

"Compliance with the law and doing business with integrity are not optional; they are crucial as a basis for trust, which is at the heart of what we do."

Philippe Amon, Chairman & CEO

In the complex world in which we operate, SICPA values of Respect, Commitment, Solidarity Competence and Trust are our people's compass. They are fundamental to who we are and what we stand for, and they help us act in a way that is consistent with our common culture.

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.

The SICPA "Code of Conduct" contains the guiding principles for our standards of business conduct, based on those SICPA values, as well as our commitments to the UN Global Compact and to our people, customers, business partners and communities.

This Supplier Code of Conduct sets forth the minimum requirements that SICPA suppliers, contractors, distributors, services providers, intermediaries, consultants, agents, and all other third-party companies included in SICPA supply chain ("The Supplier(s)") shall comply with.

SICPA expects each of its Suppliers to respect their contractual obligations but also abide by and share the principles expressed in its Code of Conduct and its Supplier Code of Conduct, which are a critical component in the selection and evaluation of suppliers.

1 COMPLIANCE WITH LAWS

The highest standards of integrity are expected in all business interactions. Compliance with applicable laws and doing business with integrity are absolute requirements for SICPA. Each Supplier shall be familiar and comply with all the laws and regulations applicable to its activities.

2 BUSINESS INTEGRITY

2.1 FOREIGN TRADE CONTROLS

SICPA is committed to compliance with the applicable laws and regulations governing international trade, such as economic sanctions, embargoes and export controls and in particular those imposed by Switzerland, the European Union (EU) and the United States of America (US).

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

When interacting with SICPA and whenever applicable, the Suppliers are required to provide SICPA with truthful and accurate information, and export control classification – notably under the EU and US frameworks – of products/materials they are supplying to SICPA, to obtain all relevant export licenses or authorizations and to communicate any necessary declaration.

2.2 CONFLICT MINERALS

Conflict minerals are certain types of raw materials that come from specific regions where human rights violations and violent conflicts are occurring. SICPA and its Suppliers must actively avoid acquiring, trading, possessing or otherwise furthering the use of conflict minerals.

Suppliers must proactively inform SICPA in case of suspected or confirmed activities involving conflict minerals for the product they are supplying to SICPA.

On request, Suppliers must confirm to SICPA the status of conflict minerals assessment via relevant statements or completion of Responsible Minerals Initiative (RMI) templates.

2.3 NO CORRUPTION – IMPROPER ADVANTAGE

SICPA does not tolerate any form of corruption and expects the same from each Supplier and its subcontractors. Suppliers shall not, directly, or indirectly, offer, promise, make, accept or authorize any bribes or other improper advantages in any form from or to any public official or any other third party.

Whilst the occasional exchange of gifts and entertainment invitations is part of business relationship-building, it shall be kept within the bounds of reasonable business courtesy. Gifts and entertainment shall never be used to obtain undue advantages. In any context, gifts of cash or cash equivalents such as vouchers are strictly prohibited.

The Supplier shall neither make nor accept facilitation payments of any kind. Should a facilitation payment be requested in relation to SICPA activities, then the Supplier shall immediately report such request to its contact person at SICPA or to SICPA Chief Compliance Officer at compliance@sicpa.com.

2.4 FAIR COMPETITION

SICPA believes in the benefits of free competition and recognizes that it must compete fairly and in compliance with the applicable competition laws. SICPA expects its Suppliers to comply with all applicable antitrust or competition laws, including Swiss and EU Competition Law.

2.5 CONFLICT OF INTEREST

SICPA requires its employees to manage their external interests, whether personal or transactional, transparently to avoid any improper relationships and protect its reputation.

All Suppliers are expected to avoid conflicts of interest, actual or perceived, and must immediately disclose any such situation to their contact person at SICPA or to SICPA Chief Compliance Officer at compliance@sicpa.com.

2.6 PASSING DOWN TO SUBCONTRACTORS AND CONSEQUENCE OF NON-COMPLIANCE

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

3 LABOR

3.1 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 an adolescent must never be less than 18.

3.2 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 of their own will. Workers shall not be required to forfeit any documents related to travel, identification, and so on, as a condition of employment (ILO, 2014, C29 and C105).

3.3 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.

3.4 HUMANE 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.

3.5 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 or its subcontractor(s) shall not charge directly or indirectly, in whole or in part, any recruitment fees or costs to workers or jobseekers (ILO, 1997, C181).

The Supplier shall ensure that the 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.

3.6 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 must 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

4.1 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.

4.2 DATA PROCESSING

Compliance with applicable data protection laws. SICPA and Supplier shall fully comply with their respective obligations under applicable data protection laws and regulations and Supplier shall guarantee the compliance with the local applicable laws and shall inform SICPA about its legal obligations under local applicable laws. Both SICPA and Supplier shall ensure, with respect to any personal data processed by the other party in the scope of their commercial relationship, if any, that such personal data has been collected and is being processed in strict compliance with the applicable laws. SICPA may process information provided by Supplier (or publicly available information) in connection with the current commercial relationship, and to conduct audits. This processing is justified by (i) the fact that data were made public by Supplier, and/or (ii) SICPA's legitimate interests to comply with legal obligations and international standards.

Appropriate consents. Supplier hereby expressly represents and warrants that any and all appropriate consents for such collection, storage, processing and transfer have been properly secured for the term and for the intended purposes contemplated herein and that the relevant applicable privacy rules and data protection laws shall be fully complied with by Supplier.

4.3 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 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.

4.4 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. If such explicit authorization exists, the Supplier shall comply with all instructions and guidelines that SICPA may issue from time to time.

The Supplier shall not conduct any publicity on the products or services provided to SICPA.

4.5 PRODUCT COMPLIANCE

The Supplier will meet generally recognized or contractually agreed quality requirements 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.

5 BUSINESS CONTINUITY

5.1 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.

5.2 CONTINGENCY PLAN

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

5.3 PRODUCT PHASE OUT

The Supplier shall promptly notify SICPA in writing of 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. The Supplier shall offer SICPA last buy options to enable such transition.

5.4 OCCUPATIONAL & PROCESS HEALTH AND SAFETY

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

The Supplier shall protect its employees from any chemical, biological, and physical hazards, as well as any other threats in the workplace and 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.

6 ENVIRONMENT

The Supplier shall operate in an environmentally responsible and efficient manner and contribute to the protection of environment by helping to reduce the consumption of raw materials and energy, optimize consumption of natural resources and reduce waste and other emissions during the life cycle of the products.

The Supplier should optimize energy and water consumption and favour 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 to prevent any risk of pollution in the event of accidental emission or discharge, in accordance with local regulations at a minimum.

Linked to activity with SICPA, the Supplier should, to the best of its knowledge, reply to SICPA request for documentation or information concerning its environmental impact.

7 SECURITY

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

8 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.

9 MIRRORING OF SUPPLIER CODE OF CONDUCT

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

10 SPEAK-UP LINE

SICPA encourages every employee and external stakeholder to speak up and report any concern or potential improper business practice. In case a Supplier gets aware of such a practice, the SICPA point of contact should be approached or the Speak Up Line, our whistleblower tool, should be used.

Available 24 hours a day internally and externally, the SICPA Speak Up Line is operated by a third-party provider through a web-based portal and call center. Whistleblowers are offered the option to report in multiple languages and anonymously should they prefer to. It can be contacted via www.sicpa.com/speak-up-line.

11 DEVIATION FROM OR NON-COMPLIANCE WITH THIS SUPPLIER CODE OF CONDUCT

Acknowledgment of this Supplier Code of Conduct is part of the qualification process of new Suppliers. 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 Supplier 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, it could instead contact the SICPA 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 Supplier 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 Supplier Code of Conduct in the proper conduct of business for and with SICPA and commit my company to comply with the principles set forth therein or will submit my company's own policy to SICPA for approval.

Signature: _____

Name of the authorized representative: _____

Position/Title: _____

Place and Date: _____