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## Supplier Code of conduct

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### Preamble

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Agidens not only delivers high quality consultancy, solutions and products but we do so in a way that reflects the Company's commitment to conduct our business activities in full compliance with applicable laws and to be guided by integrity and honesty.

Our customers expect similar behaviour from all parties that we deal with, especially from our suppliers.

The Agidens Corporate Business Principles prescribe certain values and principles to which Agidens has committed worldwide.

This Supplier Code ("the Code") specifies and helps the continued implementation of the Corporate Business Principles by establishing certain non-negotiable minimum standards (below I - VI) that we ask our suppliers, their employees, agents and subcontractors ("the Supplier"), to respect and to adhere to when conducting business. It is the Supplier's responsibility to educate its employees, agents and subcontractors accordingly.

By acceptance of the Code, the Supplier commits that all existing and future agreements and business relationships with Agidens will be subject to the provisions contained herein.

## 1 Business integrity

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### **Compliance with applicable laws and regulations**

The Supplier must comply with all applicable laws and regulations.

### **Improper Advantage**

In all its activities, the Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private. Nor must the Supplier accept any such advantage in return for any preferential treatment of a third Party.

### **Prevention of corruption and anti-fraud**

The Supplier has an obligation to fight fraud, to prevent and to ban any form of corruption, whether active or passive, private or public, direct or indirect.

### **Free Competition**

The Supplier shall comply with the applicable free competition rules.

## 2 Sustainability

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Agidens supports and encourages operating practices and production systems that are sustainable. This is an integral part of Agidens' supply strategy and supplier development. Agidens expects the Supplier to Agidens to continuously strive towards improving the efficiency and sustainability of its operations, which will include reduction of waste programs and reduction of utilities (water, energy, compressed air) programs.

## 3 Labour standard

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### **Prison and forced labour**

The Supplier must under no circumstances use or in any other way benefit from forced or compulsory labour. Likewise, the use of labour under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. The Supplier shall not utilize factories or production facilities that force work to be performed by unpaid or indentured labourers, nor shall the Supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities. Where a Supplier is using labourers who are in an official prison rehabilitation scheme, such an arrangement is not considered a breach of the Code.

### **Child labour**

The use of child labour by the Supplier is strictly prohibited. Child labour refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs.

### **Working hours**

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked. In the event of conflict between a statute and a mandatory industry standard, the Supplier must comply with the one taking precedence under national law.

### **Compensation**

The Supplier's employees must be provided with wages and benefits that comply with applicable laws and binding collective agreements, including those pertaining to overtime work and other premium pay arrangements.

#### **Non-Discrimination**

The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, colour, religion, sex, age, physical ability, national origin, or sexual orientation.

#### **Freedom of association and collective bargaining**

Unless prevented by governmental policies or norms, Suppliers should grant their employees the right to Freedom of Association and Collective Bargaining.

## **4 Safety and health**

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#### **Workplace Environment**

The Supplier shall provide employees with safe and healthy working and, where provided, safe housing conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, appropriately lit and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances.

#### **Product quality and safety**

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law. When conducting business with or on behalf of Agidens, the Supplier must comply with the Agidens quality requirements.

#### **Protection of Health, Safety and Security**

The Supplier shall perform, on an ongoing basis, risk analysis and assessments in these domains and make sure that all the appropriate means are in place to prevent these risks. The Supplier shall implement appropriate systems in order to follow up and to report any kind of incident related to these domains.

## **5 Environment**

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The Supplier must operate with care for the environment and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered. The Supplier shall implement an appropriate environment risk management system in order to prevent environmental damages, shall perform, on an ongoing basis, improvements concerning the protection of the environment and shall mitigate, on an ongoing basis, the impact of economic activities on the environment.

## **6 Audit and termination of the supply agreement**

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Agidens reserves the right to verify the Supplier's compliance with the Code. In case Agidens becomes aware of any actions or conditions not in compliance with the Code, Agidens reserves the right to demand corrective measures. Agidens reserves the right to terminate an agreement with any supplier who does not comply with the Code.