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# SUPPLIER CODE OF CONDUCT



**OCSiAl GROUP**

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# 01 Introduction

**Corporate integrity, business ethics, responsible product sourcing, and the safety and well-being of workers across our supply chain are important to OCSiAl**

The principles set out in this Code of Conduct (“**Code of Conduct**”) apply to all of OCSiAl’s suppliers (each the “**Supplier**”) that supply goods, services, and materials to OCSiAl. OCSiAl expects that Suppliers will communicate and enforce the provisions of the Code of Conduct throughout their operations and across their supply chain, including subcontractors.

**The Code of Conduct establishes the minimum standards that OCSiAl expects any Supplier to meet, including in relation to:**

- the Supplier’s treatment of its workers;
- workplace safety;
- the impact of the Supplier’s activities on the environment; and
- the Supplier’s ethical business practices.

**Although there may be different legal and cultural environments applicable to different Suppliers, the Suppliers should treat the following as minimum requirements as part of doing business with OCSiAl.**

# 02 Applicability

**Suppliers are responsible for compliance with the standards set out in this Code of Conduct (“Standards”) throughout their operations and throughout their entire supply chains.**

Each Supplier shall, to the extent reasonably possible, comply with the Standards in:

- all of its facilities; and
- all of its operations, including sourcing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

## **Compliance with Laws and Inspections**

The Supplier shall comply with all applicable national and local laws and regulations, including laws and regulations relating to all the Standards. Where this Code of Conduct requires the Supplier to meet a higher standard than set by law or regulation, that Supplier agrees to meet such higher standard. The Supplier acknowledges that this Code of Conduct sets out audit standards that OCSiAI may use to determine whether the Supplier is meeting the Standards.

The Supplier acknowledges that OCSiAI may at its discretion conduct, or instruct a third party to conduct on its behalf, inspections of the Supplier's facilities to confirm the Supplier's compliance with this Code of Conduct. OCSiAI has no obligation to conduct inspections.

## **No Bribery, Corruption, or Money Laundering**

The Supplier shall have zero tolerance for any form of bribery, corruption, or money laundering. The Supplier shall not engage in offering or accepting any kind of incentive, kickback, gratuity, gift, or other unlawful favor with the intention to receive favorable treatment by OCSiAI or obtain/retain OCSiAI business.

In addition, the Supplier shall have internal rules in place prohibiting bribery and corruption and provide regular training to its staff to ensure compliance.

## **No Anti-Competitive Business Practice**

The Supplier shall fully comply with applicable competition laws. This means the Supplier shall not engage with its competitors in price fixing, bid rigging, customer/market collusion, exchange of pricing information, or the like.

## Environmental Stewardship

The Supplier is expected to share OCSiAl's commitment to protecting and improving our environment. The Supplier is expected to operate in an environmentally responsible manner and strive, as far as is practical, to manage and minimize negative environmental impacts of its operations by considering factors including use of energy; greenhouse gas emissions; use of water; biodiversity impact; and minimization, generation, handling, and disposal of waste, hazardous materials, discharges, and other natural resources.

**In particular, OCSiAl is committed to reducing its carbon and environmental footprint and becoming a carbon-neutral company by 2050. The Supplier is also expected to work to reduce its carbon emissions in areas within its control and strive to opt for carbon-neutral products and services in its purchasing decisions where feasible.**

## Responsible Sourcing of Minerals

To the extent that the Supplier supplies minerals, or products that include minerals, sourced from conflict-affected or high-risk areas (including, but not limited to, copper, cobalt, tantalum, tin, tungsten, or gold), the Supplier agrees to ensure that the sourcing of these minerals does not knowingly contribute, directly or indirectly, to armed conflict, terrorist financing, or human rights violations. Sourcing of these minerals is expected to be in a manner consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

## Slavery and Human Trafficking

OCSiAl does not tolerate slavery, forced labor, or human trafficking in any form, in our supply chains or in any part of our business. The Supplier agrees not to support or engage in slavery or human trafficking in any part of its supply chain.

Each Supplier agrees to comply with all applicable laws prohibiting, and shall not, and shall ensure that its partners do not, support, engage in, or require any:

- compelled, involuntary, or forced labor;
- child labor (as defined by the International Labour Organization);
- bonded labor;
- indentured labor; or
- prison labor.

The Supplier shall ensure that it has appropriate monitoring and verification procedures in place to prevent any of the above forms of labor taking place within its operations.

## Compliance and Documentation

The Supplier agrees to implement and maintain a reliable system to verify the eligibility of all workers, including:

- age eligibility; and
- legal status of foreign workers.

## Freedom to Terminate Employment

The Supplier agrees to allow workers to terminate their employment or work arrangement:

- without restriction, subject to customary confidentiality obligations and non-compete restrictive covenants, if applicable; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

## Compensation and Benefits

The Supplier agrees to comply with all applicable wage and benefits regulations.

## Deductions

The Supplier shall not make any deductions from wages except income tax withholding and those that are legally allowed.

## Work hours

The Supplier agrees not to require workers to work in excess of the relevant legal limits on working hours, overtime hours, or number of working days per week. Workers shall be granted and correctly compensated for any types of paid leave or time off to which they are legally entitled under applicable law, which may include, for example, holidays, maternity/parental leave, family care leave, or sick leave.

## No Discrimination, Abuse or Harassment

The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, marital or pregnancy status, age, disability, genetic information, veteran or military status, or, to the extent applicable in the relevant country of employment, any other legally protected status.

The Supplier shall treat workers with respect and dignity at all times.

The Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. The Supplier shall not condone or tolerate such behavior by its partners.



## Freedom of Association and Collective Bargaining

The Supplier agrees to respect, and shall not interfere with or restrict, the right of workers to choose to be a member of a trade union and to bargain collectively as permitted by local laws and regulations. Where workers are represented by a legally recognized union, the Supplier shall establish a constructive dialogue with their freely chosen representatives. The Supplier shall bargain in good faith with such representatives.

## Health and Safety

The Supplier shall provide a safe, healthy, and sanitary working environment for all of its workers. The Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries that are not specifically addressed in this Code of Conduct.

General and industry-specific procedures and safeguards include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of facilities;
- worker training covering the hazards typically encountered in workers' scope of work;
- fire prevention; and
- documentation and recordkeeping.

The Supplier shall provide workers with adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work at no cost.



## **Protection of Environment and Health, Commitment to Sustainable Development**

The Supplier implements all applicable environmental, health, safety, and transportation standards. It maintains a recognized management system identical or similar to ISO 14000 ff. and ISO 45001, ensuring a continuous monitoring and improvement of its operational impacts on the environment, health, and safety. If appropriate, it further implements adequate management systems to guarantee the safe and environmentally sound development, manufacture, transport, and use of its products, as well as full compliance with all applicable regulations concerning dangerous goods and hazardous substances, as well as responsible chemical management.

Accordingly, the Supplier ensures the safe management of waste, air emissions, and wastewater discharges along its own supply chain. It strives for increased resource efficiency by means of energy-efficient and environmentally friendly technologies to reduce the use of finite resources; energy consumption; production of waste, wastewater, and pollution; emissions of greenhouse gases; and any other negative impact on biodiversity, the environment, health, or safety.

The Supplier provides OCSiAI with all required product safety and labelling documentation.

The Supplier regularly assesses potential emergencies and is prepared to implement contingency plans in case of business interruption.

## **Confidentiality, Data Protection, and Intellectual Property**

To the extent required by applicable national laws and/or contracts binding on the Supplier, the Supplier shall respect and shall not infringe the intellectual property of OCSiAI or third parties, and shall not disclose to OCSiAI confidential information and/or personal data of any other person or entity.

## **Gifts and Entertainment**

The Supplier is expected to maintain the highest ethical standards.

The Supplier agrees not to offer a personal benefit of any kind to OCSiAI's team members in connection with their professional activities.

## **Counterfeit Parts**

The Supplier shall have business processes in place in order to prevent the procurement, receipt, or use of counterfeit, or suspected counterfeit, parts or materials. These processes shall include policies and procedures for training personnel, designing and maintaining systems to mitigate risks associated with parts obsolescence, making sourcing decisions, prioritizing mission-critical and sensitive components, ensuring traceability of parts, developing lists of trusted and non-trusted suppliers, cascading requirements to subcontractors, inspecting and testing parts, reporting and quarantining suspect counterfeit electronic parts, and taking corrective action.

## No Conflict of Interests

The Supplier must be free of any conflict of interests<sup>1</sup> when fulfilling its contractual obligations vis-à-vis OCSiAl.

**In case of an actual or potential conflict of interests, please immediately contact [report.suppliers@ocsial.com](mailto:report.suppliers@ocsial.com)**

## Supply Chain Implementation and Monitoring

The Supplier must implement the above-listed principles in its own supply chain and is expected to document its efforts to achieve such goals.

## Report violations

The Supplier shall self-report any violations of the Code of Conduct. The Supplier can also submit questions and comments regarding the Code of Conduct. **Any violations and/or any questions shall be sent to OCSiAl's liaison as set out below: [report.suppliers@ocsial.com](mailto:report.suppliers@ocsial.com).**

The Supplier agrees to not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

## Assessment and Follow-up

This Code of Conduct represents an integral part of the contract between OCSiAl and the Supplier, unless OCSiAl and the Supplier—in a separate declaration of recognition signed by OCSiAl—agree that the Supplier's own code of conduct or similar internal guidelines adequately satisfy all above-mentioned principles and their implementation and thus may be applied in lieu of this Code of Conduct.

The Supplier grants OCSiAl the right to assess, by means of targeted questionnaires or third-party audits, compliance with certain or all of the above-listed principles. OCSiAl at any point shall have the right to propose corrective actions to the Supplier. If the Supplier is found not to have met the above-listed requirements, OCSiAl may terminate its contract(s) with the Supplier.

<sup>1</sup> A "conflict of interests" may result from pursuing goals that are not aligned or clash with each other, if, for instance, if an OCSiAl employee or his/her close relative also owns a supplier company.