



## **ANNEX – Supplier Code of Conduct**

### **1. Purpose of the Annex**

This Annex forms an integral part of the agreement between ELVE S.A. (the “Company”) and the Supplier. It defines the minimum mandatory requirements regarding human rights, labour standards, environmental protection and business ethics.

These requirements are based on internationally recognized standards, including but not limited to:

- the UN Guiding Principles on Business and Human Rights (UNGPs)
- the ILO Core Labour Standards
- the OECD Due Diligence Guidance for Responsible Business Conduct

### **2. Compliance Obligation**

The Supplier represents and warrants that it complies with:

- all applicable local and international laws and regulations, and
- the Supplier Code of Conduct and the standards referenced therein.

Compliance with these requirements constitutes a material condition of the agreement.

The Supplier shall implement appropriate policies, procedures and controls to ensure ongoing compliance.

### **3. Supply Chain Responsibility (Cascade Obligation)**

The Supplier shall ensure that its subcontractors, sub-suppliers and business partners comply with equivalent standards.

The Supplier shall implement a risk-based due diligence process to:

- identify and assess risks in its supply chain
- prevent and mitigate adverse impacts
- monitor compliance on an ongoing basis



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## 4. Audit and Inspection Rights

The Company reserves the right to conduct compliance audits, either directly or through independent third parties.

Audits may be:

- announced or unannounced
- conducted on-site or remotely

The Supplier shall provide full access to:

- facilities and production sites
- relevant documentation and records
- management and workers for confidential interviews

## 5. Documentation and Record Keeping

The Supplier shall maintain accurate, complete and up-to-date records demonstrating compliance, including but not limited to:

- working hours and payroll records
- health and safety documentation
- environmental monitoring data
- training and policy documentation

Such records shall be made available upon request without undue delay.

## 6. Non-Compliance and Corrective Actions

In case of non-compliance, the Supplier shall:

- promptly inform the Company
- implement corrective actions within agreed timelines
- provide evidence of remediation

The Company may monitor and verify the implementation of corrective measures. Severe violations, including but not limited to child labour, forced labour or deliberate environmental damage, may result in immediate action.



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## 7. Suspension and Termination

In cases of serious, repeated or unresolved non-compliance, the Company reserves the right to:

- suspend the business relationship, or
- terminate the agreement with immediate effect

Where appropriate, remediation and improvement shall be prioritized before termination.

## 8. Reporting and Whistleblower Protection

The Supplier shall establish accessible and effective reporting mechanisms for workers and stakeholders.

The Supplier shall ensure:

- confidentiality of reports
- protection against retaliation
- fair and objective investigation processes

## 9. Continuous Improvement

The Supplier is expected to continuously improve its practices related to human rights, labour standards, environmental protection and business ethics.

## 10. Validity

This Annex remains valid for the entire duration of the business relationship.



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## 11. Acceptance Statement

The Supplier confirms that it has read, understood and fully accepts the Supplier Code of Conduct and this Annex.

For the Supplier

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Position: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ELVE SA**

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