



# UMBRA GROUP SUPPLIER CODE OF CONDUCT

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UMBRA GROUP recognizes that social responsibility and sustainability are fundamental to its long-term success.

UMBRA GROUP is committed to promoting fundamental values such as respect for human rights, respect for workers' rights, environmental protection and the fight against all forms of corruption; UMBRA GROUP guarantees high standards of social responsibility and sustainability in all its operations, including the supply chain.

UMBRA GROUP identifies its supply chain as an essential element to ensure competitiveness, flexibility and integrity in the market, as well as to meet the needs of customers.

UMBRA GROUP therefore expects its suppliers to act as partners not only respecting the requirements of quality, price and reliability, but also sharing their strategy and principles. The Supplier Code of Conduct ["Supplier Code"] sets forth UMBRA GROUP's expectations towards its business partners, inviting them to:

- conduct business ethically and in compliance with all applicable laws and regulations;
- to uphold the human rights of workers
- treat people with respect;
- maintain safe and healthy working conditions;
- safeguard the assets entrusted to them;
- strive to protect the environment.

### General Disclaimer

This Supplier Code of Conduct is in no way intended to conflict with or modify the terms and conditions of any existing contract. Unless otherwise stated in such contract, in the event of a conflict, suppliers shall adhere to the contract terms.

#### 1. Compliance with Laws

Suppliers must comply with all national laws and regulations applicable to their business, as well as laws and regulations of the countries where operations are managed, or goods and services are provided.

#### 2. Human Rights

Suppliers are expected to treat people with respect and dignity, encourage diversity, be receptive to different opinions, promote equal opportunities for all and foster an inclusive and ethical culture, in accordance with relevant International Labour Organisation (ILO) standards.

##### **A. Child and Juvenile Labour**

Suppliers must ensure that no child labour is used, and that juvenile labour is used in accordance with the law. The term "child" refers to any person below the minimum legal age established in the country in which the work is to be performed, provided that the

legal age is consistent with the minimum working ages defined by the International Labour Organisation [ILO].

### **B. Human Trafficking, including Forced or Indentured Labour**

Suppliers must prevent and reject any form of involvement in human trafficking and ensure that work is performed voluntarily by their own workers and by workers in their supply chain, i.e. without any form of threat, intimidation, coercion, or blackmail.

## **3. Employment Practices**

### **A. Harassment**

Suppliers are required to ensure a working environment free of physical, psychological and verbal harassment or other abusive behavior by workers.

### **B. Non-Discrimination**

Suppliers shall not adopt discriminatory practices in the conduct of business and shall guarantee equal employment opportunities to all, regardless of gender, age, nationality, religious belief, political orientation, or any other factor that may constitute discrimination.

### **C. Wages and working hours.**

Suppliers pay workers at least the minimum wage set by local laws, and in any case a decent wage according to local living conditions, including any benefits provided for in the employment contract. They also guarantee working hours in accordance with local laws, the payment of overtime with a surcharge on regular work, and the right to take holidays and leave.

### **D. Social Dialogue**

Suppliers recognize and respect the right of workers to free association and collective bargaining.

### **E. Migrant Workers**

Suppliers agree to ensure that 'migrant workers' (a person employed, or who has been or will be employed, in a paid activity in a state of which he or she is not a national) are employed in accordance with the immigration and labour laws of the country in which they are hosted.

### **F. Supplier Diversity**

UMBRA GROUP is committed to considering the objectives of using customer-oriented local suppliers both by UMBRA GROUP itself and by its suppliers. Such suppliers may include, among others, small businesses, disadvantaged businesses, women-owned businesses.

Suppliers shall not adopt discriminatory practices in the conduct of business and shall guarantee equal employment opportunities to all, regardless of gender, age, nationality, religious belief, political orientation or any other factor that may constitute discrimination.

### **G. Social Dialogue**

Suppliers recognise and respect the right of workers to free association and collective bargaining.

#### 4. Anti-Corruption

##### **A. Anti-Corruption Laws**

Suppliers must comply with anti-corruption laws and regulations governing operations in the countries in which they operate. They are therefore required to refrain from offering sums of money or any other thing of value to government officials, political parties, candidates for public office or any other person who may directly or indirectly favour them. This includes the prohibition of facilitating payments intended to expedite or secure the performance of a routine governmental action, such as obtaining a visa or clearing goods through customs, even in places where such activity does not violate local laws. Payments for personal safety are permitted in the event of an imminent threat to health or safety. Suppliers are required to exercise due diligence to prevent and detect bribery in all business arrangements, including partnerships, joint ventures, compensation arrangements and the hiring of intermediaries as agents or consultants.

##### **B. Illegal Payments**

Suppliers shall not offer or receive illegal payments from customers, suppliers, their agents, representatives, or others. It is prohibited to receive, pay and/or promise sums of money or any other thing of value, directly or indirectly, for the purpose of exerting undue influence or an improper advantage. The prohibition applies even in places where such activity may not violate local laws.

##### **C. Fraud and Deception**

Suppliers shall not engage in or tolerate fraudulent or deceptive conduct aimed at obtaining advantages of any form or kind whatsoever; this includes theft from the company, a customer or a third party, and any kind of misappropriation.

##### **D. Competition and Antitrust**

Suppliers shall refrain from price agreements, cartel agreements and unlawful competition and antitrust practices in accordance with national laws and regulations.

##### **E. Gifts and Business Courtesies**

Suppliers compete on the basis of entrepreneurial ability and quality of products and services; therefore, the exchange of business gifts and courtesies may not be used to gain an unfair competitive advantage. In any business relationship, suppliers shall ensure that the giving or receiving of gifts or business courtesies is permitted by law and regulation, and that such exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable market customs and practices.

#### 5. Conflict of interest

Suppliers are required to avoid any conflict of interest, informing all parties concerned if the circumstances for such a conflict, actual or potential, arise. This includes a conflict between the interests of UMBRA GROUP and personal interests or those of close relatives, friends or associates.

#### 6. Enterprise Risk Management & Business Continuity

### **A. Enterprise Risk Management**

Suppliers are required to assess risks of various kinds that could affect business operations, the occurrence of legal violations in products or business activities and the leakage of confidential information and implement measures to mitigate these risks. Suppliers also undertake to do the same in respect of their supply chain by exerting their influence so that they identify and assess these risks correctly.

### **B. Business Continuity**

Suppliers, based on the risk assessment activity in the previous point, are requested to prepare a Plan to ensure business continuity to cope with the interruption of important business activities or, if interrupted, to resume business operations as soon as possible. In the event of prolonged disruptions, suppliers are required to indicate alternative solutions (e.g.: production sites, emergency stockpiles in advance, etc.), developing secure contact systems and means and establishing procedures to ascertain and report the extent of damage caused by the interruption.

## **7. Information Protection**

### **A. Confidential / Proprietary Information**

Suppliers are required to properly handle sensitive information, including confidential, proprietary, and personal information. Information must not be used for any purpose other than the business purpose for which it was provided (e.g.: advertising, propaganda and the like), unless there is prior authorization from the owner of the information.

### **B. Intellectual Property**

Suppliers must comply with UMBRAGROUP's Non-Disclosure Agreement and all applicable laws governing the assertion of intellectual property rights, including protection against disclosure, patents, copyrights, and trademarks.

### **C. Information Security**

Suppliers shall, through appropriate physical and electronic security procedures, protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification, and disclosure. Suppliers shall comply with applicable data privacy laws.

## **8. Environment, Health and Safety**

UMBRA GROUP's ethics and conduct are based on the sustainable creation of value.

Suppliers are therefore required to establish an appropriate management system for environmental and occupational health and safety (HSE) aspects. UMBRA GROUP strongly encourages its suppliers to certify their HSE management system, preferably according to international standards (ISO 45001, ISO 14001, ISO 50001), or any other standard deemed appropriate and of equal relevance and effectiveness.

### **A. Occupational Health and Safety**

Suppliers are required to comply with applicable occupational health and safety requirements and conduct an internal risk assessment to ensure a safe and adequate working environment.

**B. Decarbonization**

Suppliers must actively commit to decarbonizing their business by setting CO2 reduction targets and monitoring programs for improvement activities.

**C. Sustainable Process and Product Development**

Suppliers must commit to develop innovative processes and to manufacture and deliver products that minimize environmental impact throughout their entire life cycle. Through circular economy criteria, they are committed to improving efficiency in the use of energy, water and natural resources, minimizing waste generation and the use of hazardous materials, using reusable/recycled packaging, reducing the use of single-use plastic.

**D. Substances and Chemical Management**

Suppliers are required to communicate up-to-date information on the safety of their products and compliance with regulations concerning banned and reportable substances [SVHC], i.e.: REACH, ROHS and the ELV directives, and to provide adequate evidence.

## 9. Global Trade Compliance

**A. Import**

Suppliers must ensure that their business practices comply with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

**B. Export**

Suppliers must ensure that their business practices comply with all laws, directives, and regulations applicable to the export of parts, components, and technical data. Suppliers shall provide true and accurate information and obtain export licenses and/or consents where necessary.

**C. Maintain Accurate Records**

Suppliers shall maintain accurate and complete records of all business transactions, taking care to file and retain them in accordance with applicable requirements. Suppliers shall therefore refrain from false, incomplete, or misleading records to the detriment of counterparties.

**D. Responsible Sourcing of Minerals**

UMBRA GROUP expects its business partners to supply products made from responsibly sourced materials, including constituent minerals. It also expects suppliers to support efforts to eliminate the use of minerals that directly or indirectly fund or benefit armed groups that perpetrate serious human rights abuses, as outlined in [UMBRA GROUP's Conflict Minerals Policy](#). Suppliers must exercise, as required by law, due diligence on the source and chain of custody of these minerals, and then request the same from their next-tier suppliers.

**E. Counterfeit Parts**

Suppliers are required to develop, implement, and maintain effective and adequate methods and processes to minimize the risk of introducing counterfeit parts and materials into the delivered products. Purchases of raw materials and components must

be made only from the original manufacturers or by authorized distributors, preferably in possession of EN 9120 and/or AS 6081 certifications and which comply with SAE AS 5553 standards for electronic parts and/or SAE AS 6174 for raw material, or from suppliers included in the customer's Approved Supplier List, in order to ensure supply chain traceability. In addition, suppliers are required to notify recipients of the presence of counterfeit products, if warranted, and to exclude them from products delivered.

## 10. Ethics Programme Expectations

### **A. Signalling system**

UMBRA GROUP provides suppliers and their employees with a secure and confidential channel through which they can, on a voluntary basis and with the possibility of anonymity, report cases of corruption, violation of human rights, environmental pollution, health, and safety risks. This means is available through the UMBRA GROUP website (<https://whistleblowersoftware.com/secure/UMBRA GROUP SPA>) in Italian and English. Suppliers must also allow their employees the opportunity to raise legal or ethical issues or concerns without fear of retaliation; suppliers are also required to take steps to prevent, detect and correct any retaliatory actions.

### **B. Compliance with the Supplier Code**

We expect our suppliers to maintain full compliance with this Code and to ensure the extension of these requirements to all secondary suppliers they employ on our behalf. This means proactively managing and mitigating risks in their supply chain and, where appropriate, reporting them to UMBRA GROUP to ensure that these risks are adequately mitigated.

UMBRA GROUP verifies compliance with the Code through supplier self-assessment or audits conducted by UMBRA GROUP itself or a designated external resource.

### **C. Consequences for violating the Annex**

If the expectations of this Annex are not met, the business relationship may be reviewed, and corrective action taken in accordance with the terms of the Agreement. In the event of a violation of laws or regulations, we may be required to report such violations to the appropriate authorities.



## SUPPLIER COMMITMENT

**The Supplier** agrees that it shall comply with the principles of the [UMBRA GROUP Supplier Code of Conduct](#) and undertakes to apply the principles established by the code itself or ensuring that the Supplier's own Code of Conduct and current Sustainability practices towards its supply chain are consistent with the principles set out in the [UMBRA GROUP Supplier Code of Conduct](#).

The [UMBRA GROUP Supplier Code of Conduct](#) principles shall be incorporated through the entire Supply Chain and into any routine business practices. Moreover the Code of Conduct will be part of the tendering process documentation and its adherence by the Supplier is mandatory to work with UMBRA GROUP.

The UMBRA GROUP Supplier Code of Conduct represents a minimum standard of best practices. Upon signature of this [UMBRA GROUP Supplier Code of Conduct](#), the Supplier accepts that this document shall be a commitment to the principles set out for all the business and contractual relationships with the entire Group.

**Supplier Name**

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**Name and Title of the authorised representative**

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**Signature**

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**Date**

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