

# SIDEL'S CODE OF BUSINESS CONDUCT FOR SUPPLIERS

## APPENDIX A

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#### Introduction

Sidel Group and each of its affiliated legal entities (hereafter "Sidel") conducts its business with integrity and with respect for the interests of others. This is outlined in Sidel's 'Code of Business Conduct'.

Sidel highest management level, including Sidel Group Executive Leadership Team and the Chief Executive Officer (CEO), is responsible for overseeing, implementing, and driving these ethical, human rights and sustainability principles and standards into the Sidel's operations, the Supplier Code of Business Conduct and supply chain practices.

This 'Business Code of Conduct for Suppliers' (Supplier Code) outlines the principles for our business relationship with suppliers. It establishes certain mandatory standards that we require our suppliers to respect and adhere to when conducting business with Sidel. By accepting these principles, the Supplier commits to fulfill them in all existing and future agreements and business relationships with Sidel. This ensures alignment with Sidel's ethical standards and commitments.

The Supplier agrees to the terms of this Supplier Code automatically as soon as any work begins or any product is delivered to Sidel, regardless of whether the Code has been formally signed. This Supplier Code supersedes any conflicting terms in the Supplier's agreements unless required by mandatory law. This Supplier Code may be amended from time to time by Sidel and shall enter into force and supersede this version automatically upon its publication or notification to the Supplier.

The Supplier shall at all times ensure that it complies with the obligations set out in this Supplier Code and shall upon request of Sidel provide evidence of compliance. The Supplier shall be transparent in its supply chain and inform Sidel of any Tier 1 and Tier 2 tractors involved in the supply of goods or services. The Supplier is responsible for ensuring that its subcontractors and members of its Group of companies and all its sub-suppliers involved in the supply of products and/or services to the Sidel Group of companies comply with the requirements set out in this Supplier Code.

#### Compliance and Confidentiality

The Supplier shall comply with all applicable laws, regulations and industry standards including without limitation those relating to the areas listed below.

The Supplier must protect the confidential information of Sidel. The Supplier who has been given access to confidential information as part of the business relationship should not share this information with anyone unless authorized to do so by Sidel.

The Supplier should not trade in securities or encourage others to do so based on confidential information received from Sidel. If a Supplier believes it has been given access to Sidel's confidential information in error, the Supplier should immediately notify its contact at Sidel, delete the received confidential information and refrain from further distribution of the information.

Similarly, a Supplier should not share with anyone at Sidel information related to any other company if the Supplier is under a contractual or legal obligation not to share the information.

#### Anti-Corruption

The Supplier shall act in compliance with the applicable anti-corruption laws and all applicable local laws concerning bribery of government officials and private companies.

The Supplier shall not, in the conduct of its business, engage in fraudulent activities or extortion. The Supplier shall not offer, pay, request, or accept a bribe either directly or indirectly through third parties.

In connection with any transaction involving the Supplier and Sidel, the Supplier must not transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, Sidel employee, or business partner to obtain any improper benefit or advantage.

The Supplier shall have in place clear and documented policies, procedures and training programs against corruption and fraud, including regarding gifts, entertainment, and hosting. Furthermore, the Supplier is required to maintain written records of all payments made on behalf of Sidel, including any gifts, meals, entertainment, or any other items of value. A copy of this accounting must be provided to Sidel upon request.

Gifts must not be given to Sidel employees, and in any case, gifts should not be offered in connection with pending business transactions where they could be perceived to influence an outcome. Similarly, the Supplier should avoid offering

Sidel employee's frequent meals, travel, or expensive gifts. Cash gifts or cash equivalents (such as gift cards) are strictly prohibited.

#### Conflict of Interest

The Supplier shall not be in a situation where there is a conflict of interest with any employee of Sidel. This includes but is not limited to any relationship or financial connection that could conflict, or appear to conflict, with the employee's duty to act in the best interest of Sidel. The Supplier is required to immediately report any conflict of interest to Sidel and declare such situations as soon as they arise. A failure to report a conflict of interest is considered a material breach of contract and may lead to immediate termination of the Supplier at the responsibility of the Supplier.

The Supplier must ensure that there are no personal or financial relationships with Sidel employees that could compromise or appear to compromise the integrity of decision-making or the Supplier's obligation to act in the best interests of Sidel.

#### Human Rights, Employment Practices, Modern Slavery, Child & Forced Labor

The Supplier shall support and respect the protection of internationally proclaimed human rights, including the UN Guiding Principles on Business and Human Rights and must not be complicit in any form of human rights abuse. For this purpose, it shall implement strategies to ensure diversity, fair employment, and inclusion within its operations and supply chains.

The Supplier shall comply with applicable laws, regulations, and industry standards on working hours, wages, and cross-border work. The Supplier shall provide rest days and ensure that any overtime is properly documented and compensated.

The Supplier's employees shall be provided with wages that meet or exceed minimum standards and are sufficient to meet basic human needs in the applicable community.

The Supplier shall provide its employees with safe and healthy working conditions.

The Supplier shall not discriminate, based on race, color, ethnicity, age, religion, gender, disability, sex, marital status or sexual orientation, or any other protected characteristic in its workplace.

The Supplier shall also adopt measurable and demonstrable targets for sustainable supply chains objectives.

The Supplier shall not employ children under the legal working age and shall not support child labor in any form. At no time shall the Supplier engage any child in any occupation or employment which would prejudice his/her health or education, or interfere with his/her physical, mental, moral or social development, even if the applicable working age is below 18.

The Supplier shall provide training to employees and subcontractors on child labor, forced labor, and human trafficking, including specific measures that can be taken to reduce incidents of these abuses and how to report them.

The Supplier shall not use any forced or compulsory labor. All labor shall be voluntary.

The Supplier shall not hold any person in nor support any form of slavery or servitude and shall not use forced, bonded, or compulsory labor or engage in or support any form of human trafficking.

The Supplier shall endorse freedom of association and the right to collective bargaining for its employees. Sidel Group does not accept disciplinary or discriminative actions from the employer against employees who choose to peacefully and lawfully organize or join an association.

Additionally, the Supplier shall in compliance with its applicable laws implement a system of reporting with adequate policies enabling employees and third parties to report in a safe and anonymous way any situations of concerns with no fear for retaliation.

#### Environmental Requirements, Risk Management, Due Diligence and Data Privacy

The Supplier must operate with care for the environment, run its business in an environmentally sound manner, and demonstrate a precautionary approach to environmental impact reduction. The Supplier shall maintain an environment management system and demonstrate a high level of environmental protection in sourcing, manufacturing, and transportation activities, including for waste disposal. The environmental performance of the Supplier will be reported in accordance with prevailing regulations and standards and as requested by Sidel.

As part of our commitment to responsible business practices, we expect our suppliers to adhere to the highest ethical and sustainability standards. This includes conducting thorough risk assessments to identify and mitigate potential human rights and environmental impacts within your supply chain. Our suppliers

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are required to implement robust traceability systems to ensure that material and components they source and supply:

- can be traced back to their source; and
- their chemical and structural composition can be easily identifiable; and
- are sourced responsibly from conflict-free regions,

all in compliance with ethical practices and applicable laws (such as, The European Green Deal and applicable legislation package; Corporate Sustainability Reporting Directive; Corporate Sustainability Due Diligence Directive; Conflict Minerals Regulation; Dodd Act REACH Regulation; RoHS Regulation; CBAM Regulation; among others). Therefore, we require our suppliers to disclose their practices and targets related to environmental, social, and governance (ESG) matters. Such disclosures must be verified through a third-party assessment appointed by Sidel to ensure compliance with our due diligence processes and Responsible Business Practices. The Supplier shall also conduct Life Cycle Assessments (LCAs) for key products and pursue sustainability improvements, particularly in high-impact areas such as but not limited to recyclability. The Supplier shall take proactive measures to minimize their environmental footprint, including waste reduction, energy efficiency, and sustainable sourcing practices.

Additionally, we ask suppliers to disclose their use and governance of Artificial Intelligence (AI) technologies within their operations, ensuring that AI is developed and deployed in an ethical, transparent, and accountable manner, and in compliance with any applicable regulation.

The Supplier shall implement due diligence procedures to assess and manage cybersecurity risks, ensuring compliance with the applicable data privacy laws and information security standards, especially with third parties that process personal or sensitive data. This includes validating that any Tier 1 or Tier 2 suppliers, subcontractors, or external partners also comply with the relevant standards.

Overall, the Supplier must establish risk management practices to identify, assess, and mitigate risks in its supply chain, operations, and business practices that could impact its obligations to Sidel.

Failure to comply with these requirements is deemed to be a material breach and may result in appropriate actions, including termination of the business relationship, and if applicable, contractual termination and reporting of non-compliance to relevant authorities.

## No Financial Dependency, Transparency, Fair Competition and Anti-Monopoly

The Supplier must ensure that its financial health and operations do not depend excessively on revenue generated from their activities with Sidel. The Supplier should diversify their client base to maintain financial independence and resilience.

The Supplier must maintain transparency in its pricing and billing practices. All invoices should accurately reflect the goods or services provided, and supplier must avoid hidden charges or fraudulent billing practices.

The Supplier must compete fairly in all markets and refrain from anti-competitive practices such as price-fixing, bid-rigging, or abuse of market dominance. The Supplier should comply with all applicable antitrust and competition laws.

## Assurance, Audit and Termination

Sidel reserves the right to verify the Supplier's and all members of its Group of companies' (together the "Supplier") operations, practices, and records to ensure compliance with this Supplier Code through one or a combination of several assurance processes. Such assurance processes can include, at Sidel discretion, pre-announced inspections by Sidel or third party auditors. Inspections shall be requested and performed in such a manner as to avoid unrestricted disclosure of Supplier's confidential information and without disrupting Supplier's work unduly. Suppliers must provide reasonable access, assistance, and documentation for such purposes.

If Sidel becomes aware of any actions or conditions not in compliance with this Supplier Code, Sidel can demand that corrective measures be taken. Sidel reserves also the right to terminate on immediate written notice any purchase and/or other agreement with the Supplier and/or the Supplier Group if it or any member of its Group does not comply with the Supplier Code, without incurring any liability towards the Supplier or its Group of companies.

The obligations under this Supplier Code are in addition to the Suppliers' other obligations pursuant to any purchase or other agreement in place between Sidel and/or any member of its Group and the Supplier. These obligations shall continue in force in respect of any deliveries from the Supplier to Sidel or its affiliated companies, regardless of the termination or expiry of any purchase or other agreement between the parties.

## Reporting Concerns and Whistleblowing

The Supplier who believes that an employee of Sidel, or anyone acting on behalf of Sidel, has engaged in illegal or otherwise improper conduct, should report the matter to Sidel. The Supplier can contact Sidel Corporate Governance Office at [governance@sidel.com](mailto:governance@sidel.com) or use the whistle-blowing platform accessible at <https://www.sidel.com/en/sustainability/esg-at-sidel/governance-pa-336>, or call toll-free using the access codes that can be found on the whistle-blowing tool website.

A Supplier's relationship with Sidel will not be affected by an honest report of potential misconduct.

## Personal Data

Any query regarding personal data or privacy rights should be sent to [privacy@sidel.com](mailto:privacy@sidel.com).