

ETHICAL AND SOCIAL COMMITMENT OF FAREVA SUPPLIERS

To sustain mutually beneficial relationships with our Suppliers, we ask them to respect the principles and requirements detailed in this document and to implement them in their activities and all along their own supply chain. By signing this agreement or simply by accusing an order, the Supplier agrees to comply with it and undertakes to submit these requirements to its subcontractors and suppliers.

The Supplier **MUST** comply with International Standards, in particular:

- the Universal Declaration of Human Rights;
- the United Nations Global Compact, the guiding principles of the OECD;
- the legal and regulatory provisions of the labor law in force in the country (e.g. remuneration level, hours of work, freedom of association, etc.);
- the fundamental conventions of the International Labor Organization (ILO) in particular on child labor, forced labor and non-discrimination, the dignity of the person through acceptable working conditions;
- the legal and regulatory related to business practices such as fight against corruption (e.g. Sections 317, 318, 319, 319 - *quarter*, 320, 321 and 322 of the Italian Criminal Code (ICC) / 2016-1691 French law named « Sapin II » / UK Bribery Act 2010 or the US Foreign Corrupt Practices Act, etc.)
- The internationally recognized OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, has a broader scope and covers all minerals, not only 3TG.
- the safety rules, health and hygiene and environmental protection in order to limit the effects of its activities on the health and safety of its staff, on protected area or species and communities in the vicinity of its site or that could be impact by its activities;
- the safety rules applied in the FAREVA Group sites where it operates.

IN ORDER FOR US TO WORK TOGETHER, PLEASE CONFIRM THAT YOU ARE COMPLIANT TO THE FOLLOWING REQUIREMENTS:

Respect of laws and regulations

The Supplier

- takes necessary measures to ensure it conducts its activities in compliance with all laws and regulations. It includes also anti-trust, data privacy and international economic sanctions (embargos...).

If such laws and regulations require a higher standard than those set out in the present letter, they will apply. If the ethical standards set out in this letter provide for a higher standard, then they shall supersede local laws and regulations, unless this results in illegal activity in the countries in which you operate.

Prevention of Child Labour

Supplier's policy prohibits employing workers under the legal minimum hiring age, the compulsory schooling age or the age of 16, whichever is higher. The Supplier implements measures to ensure this policy is respected and this to guaranty that he cannot be directly or indirectly involved (including for the raw materials) in the trafficking of human beings;

In the unlikely case that child labor is identified within Supplier operations despite the measures taken to avoid this, the supplier would take immediate remedial action (e.g. enable the employee to return to school and if possible offer the same job to an adult family member if the return to school causes the employee's family financial hardship).

The Supplier does not require persons under the age of 18 to carry out hazardous work or night work.

Prevention of Forced/Bonded Labour (Including Modern Slavery)

The Supplier

- does not coerce or compel employees to work by the use of threat of force
- does not retain employees' passports. Unless legally obliged,
- does not retain employees' personal documents (working papers etc...).
- acknowledges the right of employees to freely leave employment, subject to their notice period. If letters of release or other documents are needed for the employee to leave employment, such letters are issued without delay.
- does not require payment or any monetary deposits from employees as a condition of employment.
- Bears, for all employees, including migrant workers, the cost of employment eligibility fees, including: recruitment fees, travel expenses (in case of international recruitments), and any additional cost associated to the recruitments.

if the Supplier uses security personnel, their only function is to ensure the safety of employees and assets. They are namely not involved in disciplining employees. employees are free to move about their workplace (except in areas restricted for safety or confidentiality reasons), are able to use the toilet at any time, can take breaks, and have access to safe drinking water and, if necessary, to cooling areas.

The Supplier must not use prison labour without the prior written consent of FAREVA (ILO Convention No. 105 and Local Legal and Regulatory Provisions)

Working Conditions

The Supplier

- has put in place and communicated to employees fair, reasonable and legal disciplinary practices;
- does not practice or support the use of corporal punishment, moral, physical or sexual harassment or verbal abuse, and does not use any cruel or abusive disciplinary practice in the workplace;
- pays each employee a salary at least equal to the current minimum wage or an amount at least equal to the average wage in the industry sector (whichever is greater) and provides each employee with at least all benefits imposed by the Law;

Given that excessive working hours can lead to accidents and other health and safety issues, the Supplier's normal workweek has been arranged accordingly to National Law, collective agreement or industry standards (overtimes included). Employees are allowed at least 24 consecutive hours rest in every seven-day period or 48 consecutive hours of rest in every fourteen-day period;

The Supplier

- draws up payslips for its employees, and keeps a book of working hours and a personnel register,
- does not employ foreign employees without authorized status to exercise a salaried activity in the relevant sector, is registered with the Register of Commerce and the Companies or its equivalent in the country where this activity is exercised;
- does not allow pay deductions or other financial sanctions not allowed by law and avoids deductions for disciplinary reasons;
- makes the applicable declarations required by social protection bodies and by the Tax Administration,
- makes a sworn statement that its company has fulfilled all its obligations of the Labor Code or equivalent;
- must comply with the laws and regulations of the countries in which it operates and, where appropriate, with those of the countries with which it works;

Employees are informed of their terms of working, through a contract written in a language they understand;

Non-Discrimination

The Supplier

- prohibits and takes necessary measures to avoid any discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on skin color, gender, disability, family situation, gender identity, sexual orientation, age, political or philosophical opinions, religion, union membership, role as a staff representative, or ethnic, social, cultural or national origin (e.g. indigenous people);
- does not carry out any pre-hire pregnancy or HIV tests that are not legally mandatory.

Freedom of Association and Collective Bargaining

(ILO Convention No. 87 and Provisions Local Legal and Regulatory)

The Supplier respects employees' freedom of association and right to collective bargaining. In situations or countries where independent trade unions are discouraged or restricted, the Supplier allows employees, if they so wish, to gather independently to discuss work-related problems and/or to voice grievances;

If employees wish to be represented by authorized staff representatives, such staff representatives are elected without company interference;

The Supplier allows, subject to legitimate confidentiality interests and safety rules, such staff representatives access to the workplace, employees, collective bargaining agreements as well as to relevant company documentation as needed to fulfil their duties.

Environmental Stewardship

The Supplier

- has put into place systems to avoid accidental pollution of the air, soil, surface and underground water in the production and storage processes, including wastewater, as well as pollution during the transport of hazardous materials; This includes having a system to detect, avoid and response to potential health and safety risk to surrounding communities
- ensures that they make employees aware of how to behave in case of an environmental incident.
- engages actions to reduce its environmental footprint on its major environmental impacts

Health & Safety

The Supplier

- provides employees, including contracted workers, a clean, safe and healthy workplace and takes all necessary steps to prevent accidents and injuries. This includes having systems to detect, avoid and respond to potential risks to the safety and health of all persons present in your premises due to the following events and risks, as relevant given your activity and location:
 - ✓ risks related to buildings and the use of equipment including the solidity of buildings, use of fork lift truck/other equipment and injuries that can be caused by the interface between employees and machines
 - ✓ risks related to energy sources, materials and raw materials including exposure to sources of energy, fluids and dangerous emissions such as electricity, pressure, fluids, steam, hot water, high temperature, fires resulting from flammable products and materials or electrical installations, exposure of people to dusts and dangerous chemicals by inhalation, ingestion or skin contact and exposure of people to a high noise level;
 - ✓ risks related to people's activity including entry into confined spaces and / or risks of anoxia, isolation, slips and falls, ergonomics of workstations, construction work and work at height;
- ensures that employees and contracted workers are informed of and understand emergency evacuation procedures
- ensures that safe evacuation routes are accessible, that first aid kits are available in all workplaces and that sufficient first aiders are trained in emergency procedures.
- where relevant, puts in place special health and safety precautions for new, expectant and nursing mothers, employees with disabilities, employees working at night and other vulnerable groups;
- if accommodation and catering facilities are provided for employees, they are clean, well-lit, healthy and safe, with access to safe drinking water, changing rooms, food storage, and clean toilet facilities.

Animal welfare and protection of endangered species

Raw material suppliers

- does not use any raw materials derived from protected animals or plant species.
- does not use products or raw materials involving animal testing if another scientifically satisfactory method of obtaining the result sought, not entailing the use of an animal, is reasonably and practically available.

if Supplier uses products or raw materials derived or obtained from animals, you seek to ensure that the well-being of the animals in question is maintained across your supply chain

Anti-Corruption.

The Supplier represents and warrants for itself as well as for all persons under its responsibility or acting in its name or on its behalf, throughout the term of this commitment, to comply with all international and local laws, regulations and standards relating to the fight against corruption.

The Supplier further warrants that neither it nor any person under its responsibility or acting in its name or on its behalf, has, directly or indirectly, granted or will grant any offer, remuneration or payment or advantage of any kind, constituting or likely to constitute an act of corruption or attempted corruption with a view to or in return for the award/execution of the Master Agreement (hereinafter an "Act of Corruption").

The Supplier

- prohibits and takes necessary measures to avoid any bribery or corruption when dealing with public officials or individuals in the private sector.
- prohibits giving undue advantages such as a position within your Company to any government officials or their family members, or to any of FAREVA' employees, officers, directors, agents or their family members as "kick-backs".
- monetary gifts (cash or gift cards) of any amount are forbidden.
FAREVA cannot accept any gifts/entertainment during bidding periods. Before offering gifts/entertainment to a FAREVA officer, director, employee or agent, the Supplier will consult its FAREVA contact discuss the conditions of such offer in line with FAREVA' Gift policy and will not offer gifts/entertainment out of this framework.

Business Integrity

The Supplier

- does not permit employees to engage in any activities that could serve the purpose of money laundering or embezzlement.
- will promptly disclose to FAREVA any situation of which it has knowledge that could be considered as a real or perceived conflict of interest in the provision of services to FAREVA, including any relationship between officers, directors, employees, agents and/or subcontractors of your Company and officers, directors and/or employees of FAREVA who may influence the business relationship between your Company and FAREVA.
- will promptly disclose any relationship between any of its officers, directors, employees, agents and / or sub-contractors with the authorities or decision-making bodies that could significantly influence its activity or the activity of FAREVA

Conflict Minerals

The Supplier

- has assessed its risk to contribute to Conflict through its supply chain. And this especially on the mineral supply chains such as Tin, Tungsten, Tantalum and Gold (3TG) and Cobalt. Due to circumstances of mineral extraction, trade or handling this mineral have higher risks of significant adverse impacts, such as financing conflict or fueling, facilitating or exacerbating conditions of conflict. If this risk is relevant, the supplier
- does not directly purchase any conflict minerals from any source and endeavors not to purchase products that contain conflict minerals that directly or indirectly finance or benefit armed groups in the DRC or adjoining countries;
- committed in assisting FAREVA in complying with the Act by declaring any components, parts and products that contain 3TG along with country of origin and other information;
- supplier implements controls throughout the supply chain process to adhere to the sourcing commitment, so that all 3TG components, parts and products are “conflict free”;
- fully understands the importance of this issue to FAREVA and is committed to supply chain initiatives and overall corporate social responsibility and sustainability efforts that work towards a conflict free supply chain.

Suppliers who do not comply with these expectations will be reviewed and evaluated accordingly for future business and sourcing decisions.

Documentation associated to this commitment:

The Supplier agrees to provide the following documents:

- The following commitment signed;
- a certificate of social declarations issued by the social protection body responsible for collecting contributions and social security contributions that is less than six months old, or an equivalent acceptable document for the country where it operates;
- a certificate of social or an equivalent acceptable legal document for the country where it operates;
- a certificate of Professional Multi-Risk Insurance;
- Letter from your bank, dated and signed with bank details; or an original bank details from a checkbook.

AGREEMENT TO CARRY OUT AUDITS ON FUNDAMENTAL INTERNATIONAL PRINCIPLES

In order to check compliance with this commitment, and in the case where the Supplier delivers a product or service from the following list: packaging item, raw material, subcontracting product, production equipment, point-of-sale promotion and promotional object; Fareva Compliance Department and/or a mandated organism may hold a risk assessment based on public information's available related to your company such as:

- Financial information available and declarations;
- Business registers, company locations and subsidiaries;
- Administrative sanctions and court judgments;
- National and local press extracts;
- Public exposed partners.

In accordance to this assessment Centragroup and/or Fareva EHS-CSR Department may ask you to provide trust full documentation or third part insurance regarding the risk of noncompliance that might be highlighted.

The document request will communicate by your Centragroup contacts under request from Fareva EHS-CSR Department.

Centragroup and/or Fareva EHS-CSR Department might hold periodic audits covering all fields of Corporate Social Responsibilities. This audits will be conduct by its own staff or by an authorized third party, working according to precise specifications, respecting full confidentiality. Report of audit provided by certification body upon international recognized standard might be provided by your company to avoid extra cost on both sides.

FAREVA will communicate to the Supplier by a specific letter of announcement of audit or evaluation, the name of the organization that will carry out the audit and its required level.

The audit will assess, in particular, the Supplier's activity compliance with the applicable standards and regulations and the provisions of this document.

In cases where the audit results in one or more Major, Priority or Critical deviations, the Supplier undertakes to implement without delay one or more corrective and curative actions to eliminate the deviation. The follow-up audit will be carried out at the expenses of the Supplier, by the same audit body as the initial audit.

If the Supplier refuses to collaborate in the audit or to bring itself back to compliance for categories of the products and services listed above, FAREVA may terminate the working agreement, 15 days after formal notice is sent by registered letter with recorded delivery. The Supplier may not claim from FAREVA any compensation or penalty as a result.

YOUR COMMITMENT and DECLARATION OF COMPLIANCE:

The SUPPLIER hereby declares to strictly comply with these requirements. He acknowledges that s/he is responsible for verifying his/her own supply chain and is committed to strictly enforcing these requirements by his/her own suppliers and subcontractors.

We have a strong culture of partnerships and continuous improvement, if any of these requirement is partially covered by your organization. We request you to provide in appendix of this documents, the topics that are not or partially covered by your organization. For every of those noncompliance,

we request a commitment on an actions plan to achieve the requested level of conformity in a reasonable notice.

I have read and understood the conditions indicated above and I accept them on behalf of my company, referred to above as the Supplier.

Signed at:

For the Supplier [SUPPLIER company name]:
Signature, preceded by the words "Read and
Approved without annotation":

On: __/__/__

Name and position

[please specify exact position
held by the collaborator]
Corporate Stamp