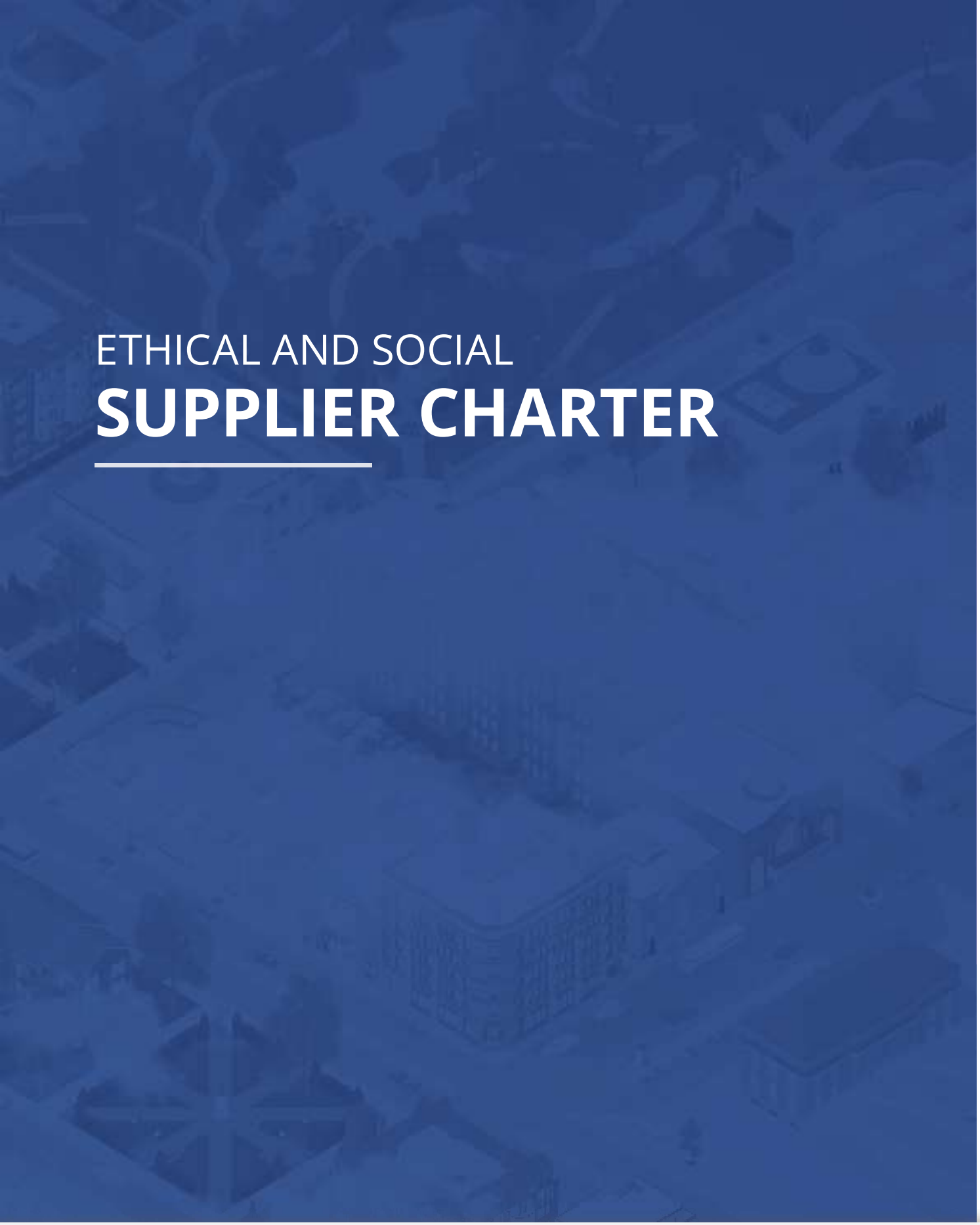


ETHICAL AND SOCIAL

SUPPLIER CHARTER

Published Date: August 14, 2023

RAYDIALL

RAYDIALL

OUR PURPOSE - **OUR COMMITMENTS**

Raydiall conducts its operations with honesty and integrity, in compliance with applicable laws and regulations, and expects the same commitment from its suppliers.

The values and rules to which Raydiall adheres are set out in this Ethical and Social Charter (the "Charter"). The aim of this Charter is to develop a culture of trust and integrity with our suppliers. The relationships we maintain together are the guarantee of our shared success, and must be based on exemplary business practices, respectful of ethics and the law.

This Charter details the ethical approach we intend to implement at Raydiall. We expect our suppliers to commit to principles and rules at least equivalent to those set out in this document.



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OUR GOOD **PRACTICE PRINCIPLES**

PROTECTING WORKERS

DEFINITIONS

Each supplier must ensure compliance with the legislation in force in the country where its company is located and, in the countries, where its production sites are located.

Raydiall expects each of its suppliers to develop a policy and procedures to guarantee respect for all human rights within its own entities as well as with its service providers and subcontractors.

As such, the supplier undertakes to:

- Respect the Universal Declaration of Human Rights;
- Prohibit all forms of forced or compulsory labor or slavery;
- Respect the provisions of the United Nations Convention on the Rights of the Child of November 20, 1989, which prohibits child labor, and to fight against their economic and social exploitation.
- Contribute to the elimination of all discrimination (ethnic, moral, gender, age, trade union membership, public or religious opinions of individuals) in employment and occupation, and promote access to work for disabled workers.

The supplier also undertakes to comply with the legal provisions in force, in particular those concerning labor law. In particular, the supplier certifies that:

- It employs only employees who have been duly registered in accordance with applicable labor law,
- That it does not employ foreigners without work permits, and/or traffic in foreign labor,
- That it complies with applicable regulations concerning the legal working age,
- That all its subcontractors meet the same requirements.

ENSURING MAXIMUM SAFETY

DEFINITIONS

Raydiall aims for zero accidents.

Each supplier must therefore identify and eliminate any hazardous work situation.

Raydiall expects its suppliers to take all necessary steps to ensure a safe and healthy working environment for their employees, in compliance with local and international regulations, and through the implementation of best professional practices.

They must also implement all necessary preventive measures (training, PPE, operating procedures, etc.) to prevent workplace accidents and occupational illnesses.

REFUSING ALL ACT OF CORRUPTION AND CONFLICTS OF INTEREST

CORRUPTION (BRIBERY)

Corruption is prohibited in all countries in which Raydiall operates. Corruption is punishable by imprisonment and fines. The same applies to facilitation payments and influence peddling.

Any direct or indirect remuneration paid to Raydiall employees involved in the purchasing relationship at any level whatsoever (specifier, buyer, supplier, user, manager, project manager, etc.) or having the power to influence the purchasing decision, is strictly prohibited, whatever the purpose and form. By employees, we mean any person linked to Raydiall SAS, or to one of its subsidiaries (collectively referred to as "Raydiall"), by an employment contract.

As a Raydiall supplier, you undertake never to resort to any form of corruption. In addition, Raydiall expects its suppliers to implement concrete actions (written documentation, employee training, etc.) in accordance with applicable regulations (including, but not limited to, the Sapin II law, the FCPA and the UK Bribery Act), within their companies, in order to combat these practices.

Business benefits, as well as gifts and invitations, can, under certain conditions, amount to acts of corruption. For example

- Invitations to Raydiall employees for trips or seminars organized by the supplier may only be considered when these events are of a strictly professional nature, directly related to the functions of the persons concerned and after validation by Raydiall management.
- Gifts may only be offered or accepted by a Raydiall employee when their value is low and in circumstances that are not such as to cast doubt on the honesty of the giver or the impartiality of the recipient.

CONFLICTS OF INTEREST

A conflict of interest is a professional situation in which a Raydiall employee's power of decision or discretion may be influenced or altered by considerations of a personal nature.

Such situations may result from:

1. Direct or indirect friendly or family ties between the supplier's representatives and Raydiall employees involved in the act of purchasing (including the definition of specifications guiding the act of prescribing the need) or likely to have an influence on it,
2. The involvement of Raydiall employees or persons close to them as managers or direct or indirect shareholders of the supplier's company or one of its subsidiaries.

Any personal link between the supplier and/or persons involved in the purchasing process, or likely to influence the sale of products or services to Raydiall or one of its subsidiaries, constitutes an area of risk and must be declared.

When a supplier's employee is confronted with a potential or actual conflict of interest, it is his or her duty to notify Raydiall's Ethics Committee via the following email address: lanceur.alerte@raydiall.com.

INTEGRATING ENVIRONMENTAL ISSUES

DEFINITIONS

Raydiall is committed to making its suppliers aware of their responsibility in terms of sustainable development. To this end, Raydiall includes supplier performance in its selection criteria.

Raydiall seeks to work with suppliers who share the same objectives and use the best environmental practices, including the search for energy efficiency, the preservation of biodiversity, the reduction of waste and the use, where possible, of recycled materials.

Suppliers must take sustainable development issues into account, and integrate environmental concerns into their procedures. The supplier will make a particular effort to reduce the carbon footprint of its activities, and will promote the use of renewable energies.

The supplier shall also ensure that it complies with the regulations applicable to its products, including but not limited to those applicable to chemicals used in the composition of its goods, notably REACH 1907/2006/EU (Registration Evaluation Authorization Chemicals) and European Directive 2003/11/EC, RoHS 2011/62/EU (Restriction of Hazardous Substances) and California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986).

Finally, Raydiall reminds suppliers to pay particular attention to the origin of all components, parts or products containing tin, tantalum, tungsten and/or gold, in accordance with the so-called "Conflict Minerals" regulations. The same applies to minerals subject to information requirements, such as cobalt and mica. It must therefore ensure traceability to justify the origin of these minerals.

Any raw materials that contribute, directly or indirectly, to any conflict whatsoever (including but not limited to mineral conflicts) are unacceptable to Raydiall. The supplier therefore undertakes to implement appropriate procedures to prevent conflicts related to mineral resources. (See, for example, the OECD Guide on due diligence for responsible mineral supply chains from conflict or high-risk areas).

COMPLYING WITH INTERNATIONAL SANCTIONS AND EXPORT CONTROL RULES

DEFINITIONS

Supplier acknowledges that products supplied to Raydiall may be subject to export control and import laws. Supplier agrees to comply strictly with all such laws and regulations, including, without limitation, U.S. export and import laws.

Upon Raydiall's request, supplier shall provide all documentation required under any applicable law or regulation relating to the import, export and/or re-export of the products, in particular end-user declarations.

Because of Raydiall's international presence, the Group is subject to numerous regulations concerning international sanctions. By international sanctions we mean any prohibition or restriction of targeted business activities on the territory of certain countries, or with governments, individuals or companies on lists of sanctioned persons. We expect our suppliers to comply with these restrictions, in particular but not limited to those issued by the United States and the European Union. The supplier will also ensure that none of the products/components it supplies to Raydiall come from a country/region subject to an applicable global or sectoral embargo.

AVOIDING ANY BREACH OF COMPETITION LAW

DEFINITIONS

We select our suppliers on the basis of open and competitive consultations. They are chosen for their professionalism, their competitiveness in the perspective of a relationship of trust, the suitability of their products and services to the needs expressed, and their environmental and societal concerns.

We comply with competition law, and ensure that our practices are free from any form of cartel or unfair competition. We expect our suppliers to undertake never to engage in such practices with their own suppliers and subcontractors.

Suppliers must avoid becoming economically dependent on Raydiall. Raydiall's excessive weight in a supplier's business can be a risk factor, particularly in the event of sudden changes in order volumes. For this reason, any action taken by the supplier to limit its economic dependence (diversification, internationalization, improving know-how) will be a positive initiative.

On the other hand, a supplier in a monopoly position could put Raydiall's supplies at risk. At Raydiall's request, the supplier will examine the possibilities of establishing a second source of supply, which could, for example, be expressed, following good-faith negotiations between the parties, by the signature of a license agreement remunerated in accordance with the practices of the market in question.

PROTECTING DATA

DEFINITIONS

Effective relations with suppliers require access to industrial secrets and knowledge of their know-how. The utmost discretion must be observed.

Any commercial relationship will be subject to a confidentiality agreement between Raydiall and the supplier.

Each supplier must ensure, where applicable, that confidentiality agreements are properly implemented and strictly respected by its employees and any other parties involved.

Information relating to intellectual property provided by Raydiall to the supplier shall remain the exclusive and inalienable property of the Group. The supplier undertakes to use such information solely for the purpose of fulfilling the order and to return it, as well as any copies thereof, at Raydiall's first request.

At Raydiall, we also take care to protect the personal data of our stakeholders, and only collect and retain the data necessary for our activities. We collect personal data in a fair and lawful manner, informing those concerned. We comply with Group regulations in this area, and expect the same standards from our suppliers.

NON-COMPLIANCE WITH **THE CHARTER**

All the principles set out in the Charter are governed by national and international legislation and/or regulations. Failure to comply with these rules may result in financial or criminal penalties, which may be significant for the offending company and its managers.

Any supplier who fails to comply with the principles set out in this Charter, or who acts contrary to the law, risks incurring liability and jeopardizing the company's image. Regardless of the quality and competitiveness of their products, they would also risk not being selected for invitations to tender, and the termination of their commercial relationship with Raydiall.

To ensure a chain of trust between all players, Raydiall asks its suppliers to implement internal compliance programs (including awareness-raising and training initiatives) to ensure compliance with the principles established by this Charter by its employees as well as its own subcontractors.

Once a year, the supplier agrees to receive any auditor mandated by Raydiall to verify the application of this Charter.

Any serious or deliberate breach by the supplier of the principles set out in the Charter may result in the termination by Raydiall of the contracts and/or orders binding the Group to the supplier, in accordance with the applicable contractual terms and conditions, as the case may be.



We are convinced that our suppliers' adherence to this Charter will contribute to creating value for all, with a view to mutually beneficial relations.

In the event of any doubt as to the conduct to be adopted, or when the behavior or means used appear to be contrary to the principles set out in this Charter, the supplier, as part of his duty to alert, must immediately inform Raydiall's Ethics Committee via the following email address: lanceur.alerte@raydiall.com.

COMPANY NAME: _____

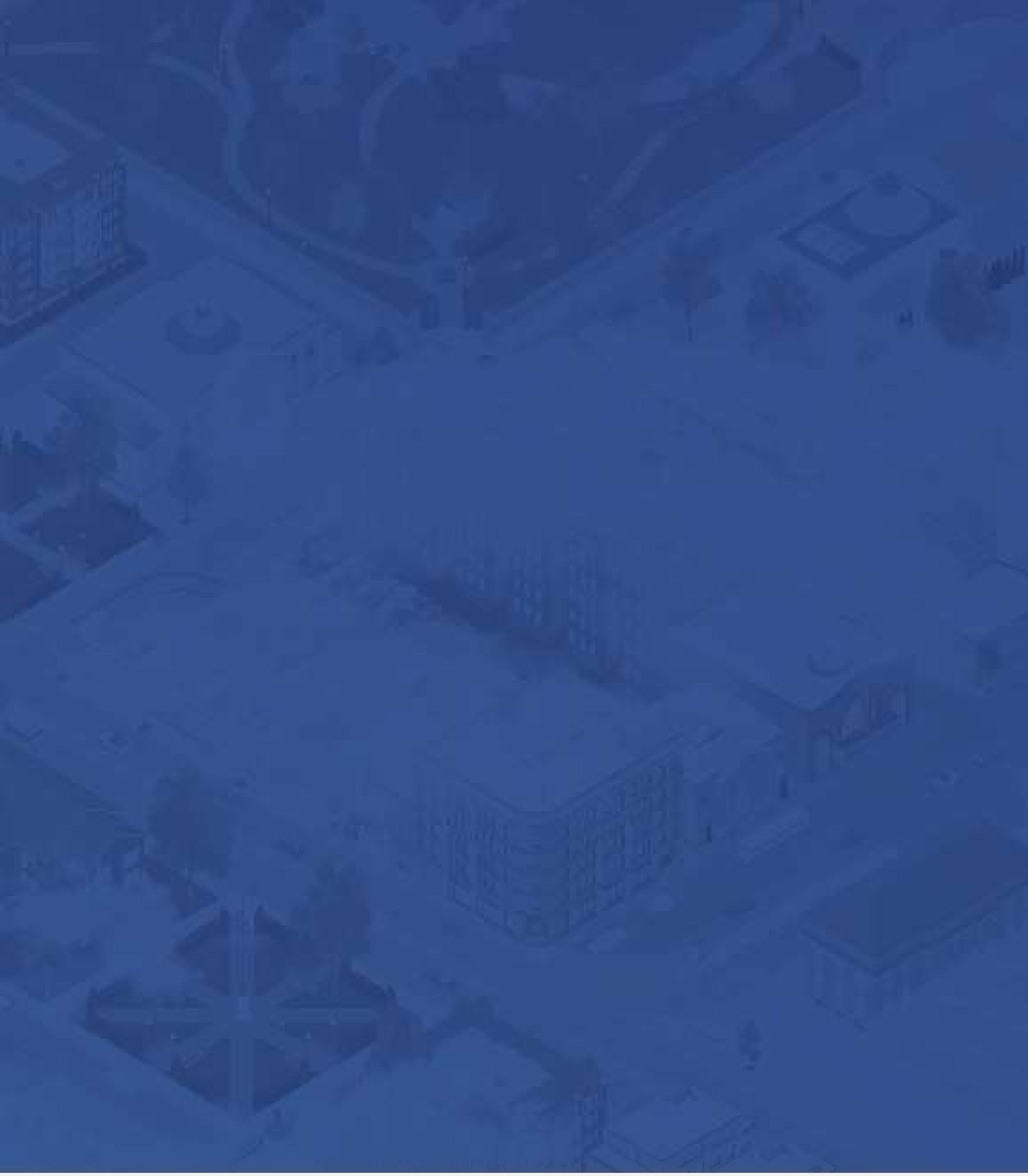
REGISTERED OFFICE: _____

REPRESENTED BY (NAME OF SIGNATORY): _____

ACTING IN THE CAPACITY OF: _____

DATE: _____

SIGNATURE: _____



RAYDIALL