



SUPPLIER CODE OF CONDUCT

GLO-POL-056

1. ABOUT THIS CODE

- 1.1. This Supplier Code of Conduct ("Code") outlines the minimum standards and behaviours for ethical and responsible business practices that must be met by Ovarro's global suppliers and their subcontractors.
- 1.2. Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to Ovarro.
- 1.3. Compliance with this Code is a condition of doing business with Ovarro.

2. SCOPE

- 2.1. This Code applies to all Ovarro suppliers and their subcontractors involved in the supply chain.

3. DEFINITIONS

- 3.1. Supplier: Any company or individual that provides goods or services to Ovarro.
- 3.2. Subcontractor: Any Supplier's supplier, vendor, agent, and subcontractor who form part of its supply chain.
- 3.3. Forced Labour: Work or service performed involuntarily under threat of punishment or coercion.
- 3.4. Child Labour: The employment of a minor younger than 16 or the minimum working age set by applicable law.
- 3.5. Conflict Minerals: Tin, tantalum, tungsten, and gold originating from the Democratic Republic of Congo or adjoining countries and funding armed groups.
- 3.6. Company or Ovarro: Ovarro Group Limited and all subsidiaries, domestic and foreign, regardless of their legal structure.
- 3.7. Modern Slavery: slavery, servitude, forced or compulsory labour or human trafficking as defined by the UK Modern Slavery Act 2015.
- 3.8. Human Trafficking: the recruitment or movement of people for exploitation by the use of threat, force, fraud, coercion or the abuse of vulnerability.



4. RESPONSIBILITIES

- 4.1. **Ovarro:** Regularly review and update the Code, conduct supplier inspections, and provide a reporting mechanism for violations.
- 4.2. **Suppliers:** Comply with the Code, maintain necessary documentation, and report suspected violations.

5. CODE PROVISIONS

- 5.1. All Suppliers are expected to take necessary steps to ensure compliance with this Code. In addition to any contractual restrictions regarding the use of subcontractors, Suppliers will not use any Subcontractor unless the Subcontractor has agreed to the terms of this Code. Suppliers are also required to be familiar with the business practices of their Subcontractors to ensure that they operate within the guidelines of this Code.

5.2. Compliance with Laws and Regulations

- 5.2.1. Supplier will comply with all laws and regulations applicable to its business, as well as the standards of its industry, including those applicable to the manufacture, pricing, sale, distribution, labelling, transport, import and export of goods and services. Ovarro expects Suppliers to comply with the standards set forth in this Code even if more restrictive than any applicable laws, so long as adherence to the Code does not violate any applicable laws. Supplier must actively assess and monitor the day-to-day management processes to ensure compliance with applicable laws and this Code. Suppliers commit to advising any individual it employs, hires or engages, or otherwise uses to conduct business, of the requirements of this Code and ensure their compliance with it.

5.3. Human Rights

- 5.3.1. Ovarro acknowledges its responsibility to respect human rights. It is fundamental to the sustainability of our Company and the communities in which we operate. In our Company and across our organisation, we are committed to ensuring that people are treated with dignity and respect.
- 5.3.2. Suppliers shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.
- 5.3.3. All Ovarro Suppliers must comply with all applicable laws prohibiting Forced Labour, Child Labour, Human Trafficking and Modern Slavery.

5.4. Employment Practices

- 5.4.1. Ovarro expects compliance with all applicable labour and employment laws and regulations.
- 5.4.2. Compensation and Benefits: Suppliers must comply with all applicable wage and hour laws and regulations, including those relating to overtime, minimum wage, and other elements of compensation, including any legally mandated benefits.
- 5.4.3. Working Hours: Suppliers must maintain regular working hours in accordance with all applicable laws and regulations. Suppliers will not require employees to work more regular

or overtime hours than allowed pursuant to applicable law.

- 5.4.4. Child Labour: Suppliers are prohibited from using child labour. "Child" is defined as any person who is younger than 16 or younger than the minimum working age under applicable law.
- 5.4.5. Forced Labour: Ovarro will not tolerate the use of forced or involuntary labour. Ovarro will not work with suppliers who directly or indirectly use in any manner forced labour, indentured labour, bonded labour or involuntary prison labour.
- 5.4.6. Human Trafficking: Suppliers shall maintain a work environment that is free from human trafficking. Ovarro will not tolerate employment practices that include the recruitment, transportation, transfer, harbouring or receipt of persons or through the use of force or the threat of force or through other forms of coercion, abduction, fraud, deception, abuse of power or by giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.
- 5.4.7. Non-Discrimination, Harassment & Disciplinary Practice: Suppliers will not unlawfully discriminate against any worker in their hiring or employment practices on the basis of race, sexual orientation, gender identity, age, gender, disability, natural origin, religion or any other legally protected class or category. Employees of suppliers must not be exposed to physical punishment, threats of violence or physical, sexual, psychological or verbal harassment or maltreatment.
- 5.4.8. Freedom of Association: Suppliers should respect the rights of employees to choose whom to associate with or not associate with and to establish any lawful organisation including labour organisations pursuant to applicable law.
- 5.4.9. Health & Safety: Suppliers must provide employees with a safe and healthy working environment, and where provided, a safe and healthy living environment. Suppliers shall comply with all applicable worker safety laws and regulations which include:
 - 5.4.9.1. Building Integrity
 - 5.4.9.2. Occupational Safety
 - 5.4.9.3. Occupational Injury & Illness
 - 5.4.9.4. Emergency Preparedness
 - 5.4.9.5. Machine Safeguarding
 - 5.4.9.6. Chemical Safety
 - 5.4.9.7. Sanitation, Food & Dormitory

5.5. Ethical Conduct and Anti-Corruption

- 5.5.1. Ovarro requires its Suppliers to commit to the highest standards of integrity and ethics in conducting their business, including:
- 5.5.2. Corruption and Bribery: Suppliers will not engage in corruption, extortion or embezzlement in any form, offer or accept bribes or employ any other means to obtain an undue or improper advantage. Suppliers must comply with all applicable laws, statutes and regulations relating to the prevention of bribery, corruption and fraud of the countries where it conducts business, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK AntiBribery Act, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency



Act 2023, the Organisation for Economic Co-operation and Development (“OECD”) AntiBribery Convention and all international anti-corruption treaties or conventions. Suppliers must not bribe or provide kickbacks or any improper payments or gifts to any officer, director, employee, representative or agent of Ovarro. Suppliers must immediately report to Ovarro any instance where an employee or representative of Ovarro has made any such unethical or illegal request or demand of the supplier.

5.5.3. Books and Records: Suppliers’ accounting records must:

- 5.5.3.1. be kept in accordance with the laws of each applicable jurisdiction;
- 5.5.3.2. be maintained in reasonable detail, and accurately and fairly reflect transactions, assets, liabilities, revenues, expenses; and
- 5.5.3.3. not contain any false, misleading or deceptive entries.

5.5.4. Conflicts of Interest: Suppliers must immediately report to Ovarro any conflict of interest of which it becomes aware. A conflict of interest is defined as any circumstance, transaction or relationships directly or indirectly involving the supplier in which the private interest of any employee improperly interferes or appears to improperly interfere with the interests of Ovarro.

5.5.5. Reporting Requirements: Suppliers must have a policy prohibiting unlawful or unethical conduct that provides employees and representatives of Supplier a way to raise concerns and a process for investigating and resolving incidents. Suppliers must not tolerate retaliation against any employee who makes a report of abuse, intimidation, discrimination, harassment or any violation of law or of the Code, or who assists in the investigation of the report.

5.5.6. Unfair Business Practices: Suppliers shall comply with all applicable competition laws (including but not limited to the Competition Act 1998 and any other applicable laws in the jurisdictions they operate), including without limitation those relating to teaming and information sharing with competitors, price fixing and rigging bids.

5.6. Sanctions and Export Control

Supplier must comply with all applicable laws, regulations and government orders, including but not limited to those of the United States, the European Union, the United Kingdom and any other jurisdiction relevant to Supplier, relating to export control, customs, economic and financial sanctions and restrictions.

5.7. Environmental

5.7.1. Suppliers shall ensure that:

- (a) their operations comply with all applicable environmental laws and regulations, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials. This shall include having processes in place to ensure compliance with those regulations relating to the handling, recycling, and disposal of dangerous or hazardous materials.
- (b) the goods they manufacture (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- (c) they will only use packaging materials that comply with all applicable environmental laws and treaties.



5.8. Security

- 5.8.1. Suppliers will maintain adequate security at all production and warehousing facilities and implement supply chain security procedures designed to prevent the introduction of nonmanifested cargo into outbound shipments. Each supplier facility must have written security procedures to document proof of adequate security controls.

5.9. Data Protection and Information Security

- 5.9.1. Suppliers shall comply with all data protection laws and requirements (including the EU and UK GDPR) when processing any personal data on Ovarro's behalf.
- 5.9.2. Suppliers shall have in place appropriate measures to:
 - (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Ovarro held on its systems (which include physical and online or electronic systems); and
 - (b) ensure that there is no unauthorised access of the information by third parties, including their Subcontractors or any other third parties who form part of their supply chain.
 - (c) report to Ovarro any security breaches that may impact Ovarro's interests.

5.10. Gift and Gratuity Policy

- 5.10.1. Ovarro employees are prohibited from soliciting or accepting any gifts, gratuities or other monetary incentives designed to improperly influence business decisions or as a condition of doing business. Suppliers have an affirmative duty to report any such request or demand immediately to Ovarro.

5.11. Conflict Minerals

- 5.11.1. Suppliers shall implement procedures to reasonably assure that the use of tin, tantalum, tungsten and gold ("Conflict Minerals") in the products they manufacture does not directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo or an adjoining country. Suppliers will exercise due diligence, in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, on the source and chain of custody of Conflict Minerals and make their due diligence practices available. Upon Ovarro's request, Suppliers will fully cooperate in responding to any due diligence and country of origin inquiries regarding Conflict Minerals (including requesting information from its own suppliers) and provide the requested documentation.

5.12. Monitoring and Reporting

- 5.12.1. Ovarro will review this Code on a regular basis and will revise it to incorporate additional parameters when necessary.
- 5.12.2. Suppliers must maintain all documentation necessary to demonstrate compliance with the Code and will provide Ovarro access to such documentation upon request.
- 5.12.3. Ovarro shall have the right to periodically inspect Suppliers and their facilities to verify compliance with this Code either directly or through a third-party. Such inspections may be conducted without notice to Suppliers. Suppliers are also required to disclose all material facts relating to production of products for Ovarro upon request.

- 5.12.4. Suppliers must immediately notify Ovarro using its ethics and compliance hotline available at <https://indico.ethicspoint.com> upon learning of any known or suspected improper behaviour by Supplier or by employees of Ovarro.
- 5.12.5. This Code is a general statement of Ovarro's expectations with respect to its Suppliers. The Code should be read in conjunction with Suppliers' obligations set forth in any agreements between Ovarro and Suppliers. In the event of a conflict between this Code and any such agreement, the agreement shall take precedence.

6. CONSEQUENCES OF ANY BREACH

- 6.1. Non-compliance with the Code may result in termination of the business relationship with Ovarro.
- 6.2. Violations of this Code may lead to disciplinary action, up to and including termination of employment.

7. CROSS REFERENCES

- 7.1. This Code should be read in conjunction with individual supplier agreements. In case of conflict, the agreement takes precedence.
- 7.2. Ovarro Travel, Anti Bribery and Corruption Policies
- 7.3. Ovarro Conflict Minerals Policy
- 7.4. Ovarro Anti-Slavery and Human Trafficking Policy
- 7.5. Ovarro Environmental Policy

8. DISCLAIMERS

- 8.1. This Code is intended to comply with all applicable laws and regulations. In the event that any provision of this policy conflicts with any applicable law, the relevant law shall prevail.
- 8.2. Ovarro reserves the right to modify this Code, in whole or in part, at any time with or without notice. This Code does not constitute a contract of employment and may be changed as the Company deems necessary.

Approval	Date
	25/09/2026
Amer Khayyat, Group CEO	