



# Supplier Code of Conduct

## 1. Purpose and Principles

BOA Group takes responsibility for the social, environmental, ethical, and economic impacts of its operations. We expect our suppliers (“Suppliers”) to share this responsibility and to conduct their business in a manner consistent with our values.

This Supplier Code of Conduct (“Supplier CoC”) defines the minimum standards and principles that Suppliers of BOA Group must respect and comply with. It is based on international conventions, declarations and internationally recognized standards, including, amongst other:

- The United Nations Universal Declaration of Human Rights;
- United Nations Convention against Corruption;
- The OECD Guidelines for Multinational Enterprises;
- The Fundamental Conventions of the International Labour Organization (ILO);
- The United Nations Guiding Principles on Business and Human Rights;
- Rio Declaration on Environment and Development.

## 2. Scope and Applicability

This Supplier CoC applies to Suppliers of BOA Group worldwide.

Suppliers are expected to communicate the principles of this Supplier CoC throughout their own supply chains and to take reason-

able steps to ensure compliance by their employees, subcontractors and suppliers.

## 3. Compliance with Laws and Regulations

Suppliers shall comply with all applicable laws, regulations, and statutory requirements.

Where local laws and regulations are less restrictive than the standards set out in this Supplier CoC, Suppliers are expected to develop and implement practices in line with the principles of this Supplier CoC. In cases of conflict between mandatory local law and this Supplier CoC, local law shall prevail.

## 4. Integrity and Ethical Business Conduct

Suppliers shall conduct their business in accordance with generally accepted ethical values and principles, such as integrity, transparency, accountability, respect for human dignity, and non-discrimination on the basis of religion, race, gender or worldview.

In particular, Suppliers shall:

- Reject all forms of corruption, bribery, fraud, extortion, and embezzlement;
- Comply with applicable antitrust and competition laws and refrain from anti-competitive practices, such as participation in pricing agreements, division of markets or any agreements on customers, markets or bidding;



- Comply with the applicable legal framework relating to export controls, customs, and economic sanctions regulations;
- Prevent money laundering and refrain from engaging in transactions that conceal or integrate assets obtained through criminal or illegal actions;
- Avoid internal and external conflicts of interest that could influence business relationships in an illegitimate manner or disclose them transparently where they cannot be avoided;
- Use proper level of due diligence to identify and take measures to avoid using conflict minerals in their products, in order to prevent human right violations, corruption, and financing armed groups or similar entities;
- Protect confidential information and respect intellectual property rights, customer information, trade secrets, and non-public information of BOA Group and third parties;
- Implement and maintain effective methods and processes to detect and minimize the risk of counterfeit or plagiarized parts and materials being introduced into their supply chains and take immediate corrective action if such issues are identified. This should include quarantining the affected products and materials, preventing their further circulation, informing the recipients, and reporting the issue to the relevant authority and/or owner;
- Make donations only to recognized charitable institutions without pursuing its own economic benefit or expecting or requesting return payment;
- Only use sponsorship to have a positive impact on its own reputation and that of BOA Group;
- Insofar as consumer interest are impacted, uphold consumer protection regulations and appropriate sales, marketing, and information practices;
- Communicate in an open and dialog-oriented manner regarding the requirements of this Supplier CoC and regarding its implementation;
- Create and store all files and documents consciously and not change or destroy such in a dishonest manner;
- Treat the trade secrets and business information of partners as sensitive and confidential.

## **5. Human Rights and Working Conditions**

Suppliers shall comply with the human rights set forth in the UN Universal Declaration of Human Rights and ensure fair and safe working conditions in compliance with the Fundamental Conventions of the International Labour Organization (ILO).

### **5.1 Prohibition of Child Labour**

Child labour is strictly prohibited. Suppliers may only employ workers who meet the minimum legal working age, and in no case under the age of 15. Hazardous work may only be performed by persons aged 18 or over.

### **5.2 Prohibition of Forced Labour**

Forced labour, modern slavery, human trafficking and any form of involuntary labour or measures that deprive persons of their liberty are prohibited. Employment must be voluntary, and employees must be free to terminate their employment in accordance with applicable laws.

### **5.3 Fair Remuneration and Working Hours**

Suppliers shall comply with applicable laws regarding wages, benefits, and working hours. Compensation shall meet at least the legal minimum standards.



#### **5.4 Freedom of Association and Collective Bargaining**

Suppliers shall respect employees' rights to freedom of association and collective and wage bargaining, insofar as permitted by applicable law.

#### **5.5 Non-Discrimination**

Suppliers shall ensure equal treatment and non-discrimination in hiring and employment practices, regardless of gender, age, skin colour, ethnic origin, nationality, disability, religion, sexual orientation, or other personal characteristics.

#### **5.6 Health, Safety, and Harassment Prevention**

Suppliers shall safeguard the health of their employees by taking appropriate health and occupational safety measures (such as implementing a company health and occupational safety management system) that cover the following topics:

- Compliance with applicable laws and orientation towards international standards for health and occupational safety;
- Suitable workplace design, safety regulations, and providing appropriate personal protective equipment;
- Implementing preventive controls, emergency measures, and accident reporting system, and other suitable measures for continuous improvement;
- Ensuring access to sufficient quantities of drinking water and access to clean sanitary facilities for employees;
- Ensuring that all employees are instructed accordingly.

#### **5.7 Harassment**

Suppliers shall protect employees against

physical punishment and against physical, sexual, mental or verbal harassment or abuse.

#### **5.8 Freedom of expression**

Supplier shall protect and ensure the right to freedom of speech and freedom of expression.

#### **6. Data Protection and Privacy**

Suppliers shall respect the privacy of individuals and protect personal data in accordance with applicable data protection laws.

Personal data shall only be collected, processed or used for legitimate business-related purposes and handled securely.

The processing and use of data must be transparent for data subjects, and their rights to information or to objection or rectification, blockage, and deletion must be upheld as necessary.

#### **7. Information Security and Cybersecurity (NIS 2)**

Suppliers shall implement appropriate technical and organizational measures to ensure a high level of information security and resilience of their information and communication systems.

In particular, Suppliers shall:

- Protect BOA Group data and systems against unauthorized access, loss, manipulation, or disclosure;
- Implement measures to prevent, detect, and respond to cybersecurity incidents;
- Ensure business continuity and recovery capabilities for critical systems;
- Promptly inform BOA Group of any cybersecurity incident that could affect the



confidentiality, integrity, or availability of BOA Group data or operations.

Where applicable, Suppliers shall comply with relevant cybersecurity and information security regulations, including the EU Directive on measures for a high common level of cybersecurity (NIS 2 Directive) and applicable national implementing laws.

## **8. Environmental Responsibility**

Suppliers shall conduct their operations in accordance with applicable laws and base their actions on international standards, in order to minimize negative impacts on the environment and improve their activities continuously in the areas of environmental and climate protection.

All employees shall be sensitized to environmental protection issues, and necessary training and educational measures shall be offered.

Suitable environmental protection measures shall be taken (such as implementing a company environmental protection management system) that cover following topics appropriately:

- Setting goals, defining and implementing measures and continuously improving such measures;
- Environmental aspects such as reducing CO2 emissions, improving energy efficiency, using renewable energy sources, ensuring water quality and reducing water consumption, ensuring air quality, promoting the efficient use of resources, reducing waste and disposing of waste appropriately, handling hazardous materials in a responsible way and reducing impacts on biodiversity, land use, deforestation, and water scarcity where applicable.

## **9. Supply Chain Responsibility and Audits**

Suppliers are expected to apply the principles of this Supplier CoC within their own supply chains and to oblige their suppliers and subcontractors to adopt equivalent standards.

Suppliers shall identify relevant risks within their supply chains and take appropriate preventive and corrective measures.

BOA Group reserves the right to assess compliance with this Supplier CoC through appropriate means, such as self-assessments, audits, or surveys. Suppliers shall cooperate with such measures and support corrective actions where non-compliance is identified.

## **10. Reporting and Compliance**

Suppliers shall promptly report any actual or suspected violations of this Supplier CoC or applicable laws that may affect BOA Group.

Suppliers shall ensure that concerns can be raised in good faith without fear of retaliation and shall cooperate fully in investigations and remediation measures.

## **11. Acknowledgment and Commitment by the Supplier**

The Supplier commits to implementing the principles and requirements set out herein within its own operations and to taking reasonable steps to ensure compliance by its employees, subcontractors, and suppliers.

The Supplier acknowledges that compliance with this Supplier Code of Conduct is a material requirement for the business relationship with BOA Group.



Violations of this Supplier CoC may result in corrective actions, including without limitation, termination of the business relationship.

In the event of any non-compliance, BOA Group may grant the Supplier a reasonable grace period to remedy the breach. BOA Group and the Supplier shall cooperate in good faith to resolve the matter.

However, BOA Group shall be entitled to terminate the business relationship for good cause with immediate effect if (i) the Supplier fails to remedy a breach within the granted

grace period, or (ii) the breach is of such a serious nature that a grace period would be unreasonable, in the sole opinion of BOA Group.

BOA Group's right to claim damages resulting from the breach of this Supplier CoC shall remain unaffected. The Supplier shall not be entitled to claim damages solely on the basis of a lawful termination pursuant to this clause.

Date, Signature: \_\_\_\_\_