

Supplier code of conduct

Osy Technologies S.à.r.l. and its subsidiaries and affiliates, and any entities that becomes an affiliate thereof in the future (collectively, the “**Company**”) are committed to ensuring that its operations and supply chain are safe, and that business operations are responsible and conducted ethically. Therefore, the company has adopted this Supplier Code of Conduct (the “**Code**”) that outlines the standards expected of the company’s suppliers. For the purposes of the Code, “**Supplier(s)**” means any company, individual or entity that sells, or seeks to sell, goods or services to the Company. The Code holds the Company’s employees and all of those representing Company, such as Suppliers, to high ethical standards, particularly during challenging situations.

The Code is based on the standards set out in the Responsible Business Alliance (RBA) Code of Conduct, as well as on global industry standards, and the Company’s values. The Code draws from the internationally recognised standards and norms standards including the Universal Declaration of Human Rights, ILO International Labour Standards, OECD Guidelines for Multinational Enterprises.

A Supplier must, in all of its activities, comply with the laws, rules and regulations of the countries in which it operates, and must fully adhere to, and comply with, this Code. In addition, a supplier should have appropriate management systems in place and take steps to comply with the Code of, including transparency concerning policies and practices and related employee training. If a signed written contract between the Company and a Supplier contains: (a) stricter requirements than those contained within this Code; or (b) requirements that are in addition to, or more specific than, the requirements contained in this Code, Supplier shall comply with such stricter, additional, or more specific requirements.

To maintain compliance at the lower tiers of the Company’s supply chain, the Company expects each Supplier to be responsible for ensuring that all of its employees and suppliers are informed of, and agree to comply with, the requirements contained in this Code. The Company will assess a Supplier’s commitment to compliance with these requirements when making procurement decisions. The Company may also hire or work with independent third parties to perform any such assessments, audits and inspections. Violations of the Code will be brought to the attention of the Supplier, and may lead to disciplinary action and escalation, including termination of the supplier relationship or entering into a mutually agreeable remediation plan.

Management systems

Suppliers must have appropriate management systems in place and take steps to comply with this Code of, including transparency concerning policies and practices and related employee education and communication. Suppliers must have ongoing processes in place to ensure an effective grievance mechanism, to assess workers’ understanding of and obtain feedback on or violations against practices and conditions covered by this Code and to foster continuous improvement. Additionally, Suppliers are expected to hold their own suppliers and any sub-suppliers / subcontractors to the standards articulated in this Code or other standards that are at least as strict.



Core governance principles

Human rights

The Company is committed to respecting and upholding human rights under the United Nations Guiding Principles on Business and Human Rights (UNGP). All Suppliers must and are required to respect human rights by avoiding human rights harms, and by mitigating and remediating any harms when they occur. The Company strongly encourages all its Suppliers to publicly commit to the UNGPs and to periodically report on their implementation. For additional information on the Company's commitment to human rights, see the Company's [Transparency and Responsibility Report](#).

Legal compliance

The Company adheres to the highest standards of business ethics in our business operations and activities. We expect Suppliers to understand and operate in full compliance with all applicable laws, rules and regulations of the countries in which they operate. In no case, complying with this Code can violate local laws. If, however, there are differing standards between this Code and local law, suppliers must meet the stricter requirements. If a Supplier suspects or witnesses a conduct that is inconsistent with this Code, applicable domestic laws, or internationally recognized standards, he is required to report this to us or to the relevant competent authority. Suppliers should raise their concerns to their Company's point of contact or to the whistleblower mailbox at: Whistleblowing@nsogroup.com.

Purchasing practices; responsible sourcing and due diligence

In our interactions with suppliers and external contractors, ethics, fairness and impartiality are paramount. Procurement decisions must adhere to clear, legitimate and objective criteria such as price, quality, and service capabilities, as well as taking into account ethical considerations, such as economic, social, labor and environmental factors. We require our Suppliers to do the same, and to practice due diligence in their own business operations, establishing policies to identify and mitigate applicable risks.

Fair business, competing fairly

In order to foster a competitive and fair marketplace, we strictly adhere to antitrust laws and principles that are intended free and fair competition. Our suppliers are expected to uphold these standards, avoiding any practices that could potentially restrict trade, hinder competition, or infringe upon antitrust regulation. Suppliers must understand and ensure compliance with all competition and trade practices laws or restrictions that apply in connection with their business activities. Collusive activities, bid rigging, unlawful discrimination on prices or restrictions on trade, price fixing or agreeing with a competitor to allocate customers are strictly prohibited.

Business integrity; anti bribery & other corrupt practices

The Company and its Suppliers are committed to conducting their business in compliance with all laws prohibiting bribery and other corrupt practices. The Company's business operations around the world must comply not only with local anti-corruption laws, but also with laws that apply to the Company's business activities around the world, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.



Gifts, entertainment and hospitality

The Company's policy prohibits the Company employees, third parties acting on her behalf and any of its Suppliers from offering or giving "anything of value" to a government official or their family members to influence that person in their official duties or to encourage improper or unlawful conduct. This prohibition includes facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function. The U.K. Bribery Act's prohibitions on bribery also cover bribes offered to private business people. This prohibition applies both to activities undertaken by the Company's employees, Suppliers, and by third parties on behalf of the Company. In addition, Suppliers must not offer or accept any gift or anything else of value to the Company's employees to obtain improper advantages or influence for the Supplier in violation of the Company's policies.

Accuracy of records and reports

Suppliers must ensure that all records and reports provided to the Company or to any government or regulatory body are comprehensive, accurate, timely, and compliant with applicable legal and accepted financial standards relating to financial records and book-keeping. Suppliers must never misstate facts, omit critical information, or modify records or reports in any way to mislead or assist others in doing so.

Financial crime and anti-money laundering

The Company employees are prohibited from engaging in or facilitating transactions anywhere in the world that involve funds that were derived from illegal activities and expect the same from our Suppliers and their employees. The Company and its Suppliers must comply with all applicable anti-money laundering laws, rules and regulations in all countries where we do business. Therefore, all payments and transactions with customers, vendors, Suppliers, agents and affiliates will be scrutinized. We will not accept any funds or make any payments that appear to be derived from illegal activities. The following are examples of potential money laundering that warrants further investigation: attempts to make large payments in cash; payments by someone who is not a party to the contract; requests to pay more than provided for in the contract; payments made in currencies other than those specified in the contract; payments from an unusual, non-business account.

International trade restrictions, sanctions, export controls and customs

The Company is committed to conducting our business activities in full compliance with all of the applicable imports and export rules and regulations of the countries in which we operate. In addition, our marketing and sales activities are subject to review by export control authorities in the countries from which we export our products: Israel and Bulgaria. We require all our Suppliers to ensure that products, services and shipments comply with all applicable trade and import laws and regulations, including but not limited to, sanctions and embargoes administered by the US, EU and UK authorities.

Conflict of Interest

The Company's Suppliers must conduct business openly, transparently and with total objectivity in their dealings with the Company. and must avoid and disclose to the Company any circumstances that may give rise to a conflict of interests and shall engage in good faith efforts to resolve the conflict.



Responsible sourcing of minerals

The Company's Suppliers must adhere to all applicable laws and regulations related to mineral sourcing in the regions where they operate. In addition, Suppliers are required to commit to responsible sourcing of materials and to exercise due diligence processes to identify and prevent the use of materials that were likely originated in areas associated with human rights violations, environmental degradation, child or compulsory labor, or any other issue covered under this Code.

Intellectual property, confidentiality and privacy principles

Proprietary information and intellectual property

The Company's Suppliers must respect and protect the Company's intellectual property (including the Company products, databases, trademarks, and logos), trade secrets and other confidential, proprietary or sensitive information. Suppliers must respect the intellectual property of the Company and other third parties and must not use the intellectual property of the Company without its prior written consent.

Confidentiality

The Company's Suppliers shall treat any business, technical, commercial, and financial information about the Company, products, technologies, and partners as confidential. In addition, the Company's Suppliers must strictly abide by all Non-Disclosure Agreements and/or any other agreements regarding the confidentiality of information and may not use or disclose any such information except in accordance with their contract with the Company or with the Company's prior written consent. Nothing in this section is meant to modify or negate an existing confidentiality or non-disclosure agreement between the Company and one of its Suppliers.

Privacy and data protection

The Company's Suppliers are required to protect personal information in compliance with all applicable laws and regulations. Personal information provided by or on behalf of the Company must only be used, accessed, and disclosed as permitted by the Supplier agreement and in compliance with all applicable laws and regulations.

Information security

The Company's Suppliers must take appropriate precautions — including administrative, technical, and physical measures — to safeguard personal information against loss, theft, and misuse, as well as unauthorized access, disclosure, alteration, and destruction, and to be able to prove the implementation of such measures. In addition, Suppliers are required to ensure that they do not deploy any software which might potentially cause damage (e.g. viruses, worms or Trojan horses). In the event that the Company's Suppliers obtain knowledge of an incident which involves a breach of information security requirements (e.g. security gaps, data losses, malfunctions, endangerment, attack by damage-causing software, data misuse) and which could concern the Company, in particular of any unauthorized third-party access to the Company's data (e.g. data leak or cyber-attacks), the Suppliers are required to inform the Company thereof at email address: info@nsogroup.com, without undue delay. In addition, the Company's Suppliers are to take all necessary steps to investigate the factual situation and to limit the damage as well as to support the Company in respect to such information security incident.



Labor principles

Human rights

The Company supports the Ten Principles on human rights, labor, environment, and anti-corruption; the Universal Declaration of Human Rights; the ILO's Declaration on Fundamental Principles and Rights at Work; and the UNGP on Business and Human Rights. The Company is firmly committed to respecting all human rights, and it is a core value for us and is embedded in the way we do business. Therefore, the Company expects its Suppliers to abide by and comply with all applicable laws, regulations and standards with respect to human rights and working conditions.

Freely chosen employment; anti-human trafficking

The Company does not tolerate forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons in any form at any stage of its supply chain. The Company's Suppliers are required to ensure that all work is voluntary, and fully comply with all applicable legal requirements of human rights, slavery, forced labor and human trafficking laws and regulations, as well as requirements related to supply chain due diligence obligations.

Prohibition of child labor

The Company does not tolerate child labor in any form at any stage of its supply chain. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Suppliers may provide the use of legitimate workplace learning programs, which comply with all laws and regulations. In addition, workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

Clear and fair terms of employment

The Company's Suppliers must ensure that all workers shall be provided with clear, written information about their employment conditions with respect to working hours and wages and benefits, prior entering into employment and as needed throughout their term of employment. Working hours are not to exceed the maximum set by local law and should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. In addition, Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Furthermore, all workers will be provided with humane working conditions, and there will be no harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers.

Freedom of association and right to collectively bargain

The Company's Suppliers shall respect the right of all workers to join, form or not to join, an association of their choice to bargain collectively and to engage in peaceful assembly without fear of reprisal, interference, intimidation or harassment. In addition, Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices.



Non-discrimination; diversity, equity, and inclusion

The Company sees great value in diversity and inclusion in its workforce, and has zero tolerance for harassment or unlawful discrimination of any kind against any worker. Therefore, the Company's Suppliers are required to abide by and comply with all applicable laws, regulations and standards with respect to non-discrimination, and adopt policies and procedures that facilitate and encourages diverse, equitable and inclusive working environments. In addition, the Company's Suppliers must keep the working environment free from any physical, psychological and verbal harassment, or other abusive conduct.

Safe & healthy work environment

The Company's Suppliers are required to abide by and comply with all applicable laws, regulations and standards with respect to health and safety standards in the workplace, such as ensuring a controlled and monitored exposure to safety hazards and that potential emergency situations and events are identified and that there are emergency plans in place. In addition, Suppliers must provide workers with appropriate access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities, that all equipment and materials are safe for use, and that proper guidance is provided and cautionary notes are in place when necessary. All required permits, licenses and registrations should be obtained, maintained and kept up-to-date.

Core environmental principles

Environmental

The Company's suppliers must strictly comply with all applicable laws and regulations on environmental protection, including regulations on waste & GHG emissions reduction, hazardous materials, byproducts, and the emission and dumping thereof in the air and water.

Compliance with this code

The Company's Suppliers are required self-monitor their compliance with this Code and to promptly notify the Company of any violation of this Code. The Company reserves the right to conduct a reasonable audit or inspection of any Supplier's facilities or operations regarding any Suppliers claim associated with this Code, or resulting from credible evidence of non-compliance.

Any Supplier found in violation of this Code, that upon reasonable notice fails to take corrective action, may jeopardize that Third Party's business relationship with the Company, is grounds for the Company to terminate the business relationship.

Please contact Whistleblowing@nsogroup.com to report any violations of this Code, allegations, or if you have questions about any provision of this Code.