

## SUPPLIERS' ETHICAL POLICY (statements and commitments)

### SIAE MICROELETTRONICA SUPPLIER'S ETHICAL POLICY

This SIAE MICROELETTRONICA Suppliers' ethical policy (statements and commitments), hereinafter referred to as "SSEP", is SIAE's Central Procurement ethical policy, according to SIAE MICROELETTRONICA's Ethical and Social Policy, outlining the requirements that all subjects, both individuals and legal entities, from which SIAE MICROELETTRONICA S.p.A. (hereinafter referred to as "SIAE") and any of its subsidiaries (hereinafter referred to as "Subsidiaries" and "SIAE Subsidiaries") require, source and purchase goods and/or services of any kind and nature, or which may act on SIAE's behalf in such procurement processes, must comply with, regardless of location or territory or jurisdiction. SIAE expects its suppliers and business partners, as previously defined, to uphold the same standards and to abide by SIAE's Suppliers' ethical statements and commitments.

#### 1 ANTI-BRIBERY AND ANTI-CORRUPTION

##### Our Expectations

SIAE organization is committed to conduct business in an ethical and legally compliant manner, and observes the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act, and complies with applicable local law and regulations in force. In an effort to strengthen this commitment, we have established herein this Anti-Corruption and Anti-Bribery Corporate Programme (hereinafter referred to as "ABAC Programme").

This is our attempt to offer guidance for the complex legal and business issues we face every day and to provide the overall principles for our system. The outlined standards apply to all suppliers in all geographies where SIAE operates. The fight against corruption is a collaborative effort among all participants within the supply chain.

Our responsibility and commitment are not only with the FCPA and the U.K. Bribery Act but most importantly with our Customers, community, shareholders and with ourselves.

Our duty to respond to corrupt acts must be clear and definite: we shall not tolerate bribes. We encourage you to become familiar with our anti-bribery and anti-corruption principles to help align your actions in ways that benefit us all.

The following Anti-Bribery and Anti-Corruption Programme contains our expectations towards our suppliers, their shared responsibility and commitment against corruption, and other

important information on what they are expected to do when confronted with government dealings, gifts and hospitalities, charitable donations, political contributions or facilitation payments. As a supplier of SIAE, you share a responsibility and a commitment to help prevent bribery and corruption. You are expected to:

- Read, understand and acknowledge the content of this SIAE's ABAC Programme and other relevant and supporting documents;
- Ensure that your personnel understands the content, scope and importance of SIAE's ABAC Programme;
- Comply with your obligations under SIAE's ABAC Programme;
- Report any behavior or action that you believe violates SIAE's ABAC Programme.

##### Your Commitment

**FOLLOW THE LAW:** SIAE expects you to follow the FCPA, UKBA, our ABAC Programme and all applicable anti-bribery and anticorruption local laws. You must have the necessary internal processes to ensure that bribery does not occur. You must inform those of your employees who directly or indirectly, transact business with us or on our behalf of their responsibilities to avoid bribery.

Our anti-bribery and anti-corruption standards are simple: you may not offer, promise, authorize, accept or request anything of value to someone else with the intention of obtaining or retaining business or to secure any improper advantage. Bribery is prohibited regardless the amount, whether or not the other party is a government official, and regardless of whether you believe that the bribe will somehow benefit us.

**BE TRANSPARENT:** Your business dealings should be openly performed and accurately reflected on your business books and records. Bribery payments are often hidden or disguised in company records to appear as legitimate business payments. You must keep accurate records of your relationship with SIAE (including any gift, entertainment, hospitality or anything else of value), especially invoices and other supporting documentation.

You must allow SIAE, under appropriate conditions, to review these records to confirm that these records are accurate.

**MONITOR YOUR DEALINGS:** We expect that you exercise on-going internal monitoring and review of those processes vulnerable to bribery and corruption. You must implement proper controls in key areas of your company (e.g.

accounting department, human resources personnel, sales and procurement employees) with special attention to your offices or subsidiaries located in countries with high level of corruption.

**COMMUNICATE OUR POLICY:** SIAE expects you to communicate our prohibition on bribery to any party who transact business with us or on our behalf, and as appropriate during their course of their work for SIAE.

**BE RESPONSIVE:** SIAE requires questionable requests or demands for a bribe to be reported. We ask you to inform us if you are aware, or suspect of an improper demand for payment or other related conduct.

### **Bribery and Corruption**

The risk of corruption is latent in every transaction you make, especially if your company or your subsidiaries are located in a country where corrupt practices involving the government and other public parties are a concern.

We want you to exercise caution when dealing with these dangers, stay alert and report to SIAE any event that may give rise to violation of anti-corruption laws.

### **Government and other Public Parties**

SIAE prohibits any payment improperly offered or provided to influence or induce any act or decision of government officials or to secure any improper advantage, and we expect our suppliers to do the same.

A "Government Official" is an officer or employee of government or any department, agency, or instrumentality of that government; a political party; a party candidate for political office; a public or quasi- governmental international organization (e.g. United Nations, World Trade Organization); or a person acting on behalf of one of the above persons (e.g., a close advisor, family member or business associate).

Public officials include all levels and all ranks of government officials, whether at the federal, state, county or municipal level, even governmental committees or commissions or government controlled businesses.

You must not make any payments directly to a government official, or through a third party with knowledge that the payment will be given to a government official in exchange of a favorable action on behalf of the supplier or SIAE.

### **Gifts, Hospitality, Charitable and Political contributions**

SIAE does not make political contributions and will not reimburse anyone in any way or form for making a political contribution.

Suppliers are not allowed to make a political contribution on our behalf of or for our benefit to obtain, or retain business. Lavish or unreasonable gifts, hospitality, or contributions, whether these are given or received, are considered unacceptable if they can create the impression that they are given or received to obtain or receive favorable business treatment.

Like our personnel, suppliers must never give or offer a charitable contributions or gifts in order to influence or induce an act or decision by a government official or third party, or to secure an improper business advantage for SIAE.

### **Facilitating Payments**

SIAE prohibits small payments to government officials to facilitate routine governmental actions. Suppliers must not make the above small payments on our behalf. SIAE prohibits facilitation payments as these are bribes and illegal.

Supplier agrees to answer promptly, fully, and truthfully any questions from SIAE related to Supplier's anti-bribery and anti-corruption program controls related to anti-corruption, and to cooperate fully in any SIAE investigation of a breach of this anti-bribery and anti-corruption provision.

*Moreover, some further ethical commitments, which any SIAE supplier is expected to comply with, as a substantial part of this SSEP, are detailed here below.*

## **2 CHILD LABOUR**

*No person is employed within SIAE who is below the minimum legal age for employment. This is mandatory for any SIAE's supplier as well. Children (persons under 18 years, as defined in Article 1 of the United Nations Convention on the Rights of the Child) must not be employed for any hazardous or night work, or work that is inconsistent with the child's personal development. Where a child is employed, the best interests of the child is the primary consideration. Minimum absolute age is the age of completion of compulsory schooling, or not less than 15 years (or not less than 14 years, in countries where educational facilities are insufficiently developed, in accordance with international principles).*

## **3 FORCED LABOUR**

Forced, bonded or compulsory labour is not used by SIAE and employees are free to leave their employment after reasonable notice. The same is expected from any SIAE's supplier. Employees are not also required to lodge deposits of money or identity papers with their employer.

A reasonable notice period is based on an employee's contractual notice period and assumes the existence of written contracts for all employees, reinforcing SIAE's position that all employees understand and are given written information about the terms of their employment under Salary clause 9.

#### 4 HEALTH, SAFETY & WELLBEING

Supplier provides a healthy and safe working environment for employees, contractors, partners or others who may be affected by supplier activities, in accordance with international standards and national laws. Supplier puts in place mechanisms to ensure that health and safety obligations are communicated and applied to parties under its control. Products and/or services delivery are required to meet general principles of H&S risk prevention. Supplier develops and implements mechanisms to ensure that all its employees are competent to carry out the health and safety aspects of their responsibilities and duties.

Facilities and amenities, including employee accommodation where provided by the supplier, must be hygienic, safe and meet the basic needs of employees.

Supplier has systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations.

Supplier identifies, minimizes and prevents hazards, using competent and trained people, providing and maintaining safe equipment and tools, including personal protective equipment as required.

*This should include the nomination and training of persons at an appropriate level, particularly executives who are responsible for discharging the supplier's Health and Safety obligations.*

#### 5 FREEDOM OF ASSOCIATION

Open communication and direct engagement between Supplier's employees and management are the most effective ways to build employee relations and resolve issues. The rights of supplier's employees to join or not to join trade unions, or similar representative bodies and their right to collective bargaining in accordance with local laws are respected..

#### 6 DISCRIMINATION

No form of discrimination is engaged in, or supported by, the supplier in hiring, employment terms, remuneration, access to training, promotion, termination or retirement procedures or decisions. Forms of discrimination include, but may not be limited to: race, colour, sex, gender identification, sexual orientation, religion, political opinion, nationality, social origin, social or marital status, indigenous status, disability, medical condition, HIV status, pregnancy, age, veteran status and union membership. Supplier ensures no form of discrimination is present at any stage of employment, from the selection of suitable applicants, their interview and assessment; to the terms of their employment, payment and grounds for dismissal.

#### 7 DISCIPLINARY PRACTICES

Supplier treats Employees with respect and dignity. Physical or verbal abuse or other harassment and any threats or other forms of intimidation are prohibited.

#### 8 WORKING HOURS

Working hours of supplier's employees do not exceed the maximum set by local law and a working week does generally not exceed 50 hours per week, including overtime. Only under exceptional circumstances, these hours might be exceeded, but it shall not be excessive. Overtime is compensated at a premium rate and workers shall be allowed at least one day off per seven-day week, normally on Sunday. Restrictions on working hours are primarily intended to protect those workers in non supervisory and non-management roles. Exceptional circumstances may include emergency situations, but shall not include anticipated peak or seasonal increases in production requirements. To determine whether working hours are excessive, consideration should be given to the type of work performed and the acceptable working hours for the role concerned.

#### 9 SALARY

Supplier's Employees are duly informed about and understand their employment conditions and fair and reasonable pay and terms are provided.

#### 10 ENVIRONMENT

Relevant legislation and international standards for managing environmental impacts are complied with by the Supplier. In countries where environmental legislation is not evident or enforced, responsible practices for managing environmental impacts are reasonably put in place by the supplier. Processes are put in place by the supplier to actively optimize the use of finite resources (such as energy, water and raw materials) and appropriate management, operational and technical controls are in place to minimize the release of harmful emissions to the environment. Appropriate measures are also put in place to improve the environmental performance of products and services when in use, such as considering energy efficiency and end-of-use of supplied products and/or services at the design stage. Innovative developments in products and/or services that offer environmental and social benefits are supported.

#### 11 SUPPLIER'S WARRANTIES

SIAE will focus on those parts of the supply chain where the risk of not meeting this SSEP is highest

and where the maximum difference can be made with the resources available. Accordingly, the supplier hereby represents and warrants that:

- All agents, employees or subcontractors of supplier who will be involved in representing SIAE must be identified in writing to SIAE and approved before they perform any actions on behalf of SIAE.
- A current and accurate written accounting must be kept of all payments made on SIAE's behalf by Supplier, its agents, employees, and/or subcontractors, or out of funds provided by SIAE. A copy of this accounting must be provided to SIAE upon request. At no time shall any payment be made by Supplier, its agents, employees, and/or subcontractors to any undisclosed third party.
- Supplier's owners, employees, agents and subcontractors are not agents, employees or otherwise affiliated with any government or instrumentality of any government, and Supplier shall inform SIAE of any change in such status.
- Should Supplier learn of any of the prohibited activities described in this SSEP, or if there are any changes in the ownership or control of the Supplier, SIAE must be notified immediately.

*SIAE reserves the right to audit Supplier's compliance with the terms of this SSEP.*