



# ZAPI GROUP Policy

## Supplier Code of Conduct

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References
ZAPI GROUP 019 POLICY - CODE OF ETHICS

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## 1. GENERAL

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At ZAPI GROUP, we are committed to a standard of excellence in every aspect of our business, to ethical and responsible conduct in all of our operations, to the respect of the rights of all individuals, and to respect for the environment. We expect the suppliers (as well as permitted subcontractors) who do business with ZAPI GROUP and its related ZAPI GROUP businesses, to share these same commitments. ZAPI GROUP selects its suppliers based on the merits of quality, delivery and cost.

ZAPI GROUP strongly encourages each Supplier to meet the following standards in all activities that relate directly or indirectly to ZAPI GROUP.

Suppliers that do not conform to these standards may have their business relationship with ZAPI GROUP terminated.

## 2. ETHICAL PRINCIPLES

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### 2.1 Compensation

Supplier must comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, and other elements of compensation, and will provide all legally mandated benefits

### 2.2 Hours of work

Supplier will maintain work hours in compliance with all applicable wage and hour laws and regulations. Supplier will not require employees to work more than any limits on regular and overtime hours allowed by any applicable local law.

### 2.3 Forced Labor / Prison Labor

Supplier will not use forced or involuntary labor, including prison, bonded, indentured, or otherwise.

### 2.4 Child Labor

Supplier will not use child labor. "Child" is any person who is either younger than 16 or younger than the minimum age required for the employment under applicable law. Supplier will comply with all applicable laws and regulations regarding the employment of minors.

### 2.5 Coercion and Harassment

Supplier will treat each employee with dignity and respect, and will not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on race, color, gender, sexual orientation, national origin, religion, disability, age, or any other legally protected characteristic.

## **2.6 Discrimination**

Supplier will not discriminate in hiring practices or any other condition of work on the basis of race, sex, sexual orientation, color, age, gender, national origin, physical or mental disability, religion, status as a disabled veteran, or other legally protected characteristics.

## **2.7 Workplace Safety & Emergency Planning**

Supplier will provide a safe and healthy workplace for employees by endeavoring to meet or exceed international safety standards. Supplier must have procedures in place for handling emergencies such as fire, spills, and natural disasters.

## **2.8 Environmental Protection**

Supplier will comply fully with all applicable environmental laws, and seek ways to conserve natural resources and energy, reduce waste and the use of hazardous substances, and minimize any adverse impacts on the environment

## **2.9 Compliance with Applicable Laws**

Supplier will comply with all laws and regulations applicable to their business, as well as the standards of its industry, including those pertaining to the manufacture, pricing, sale, distribution, labeling, import, and export of merchandise.

Without limiting this requirement, Supplier will not

- A. violate, misappropriate or infringe upon the intellectual property rights of ZAPI GROUP and its subsidiaries or any third party;
- B. engage in any activities which would violate any applicable laws and regulations relating to
  1. bribery or illegal payments;
  2. laws against unfair competition;
  3. unfair and deceptive trade practices;
  4. 4) the environment;
  5. health and safety;
  6. international trade, including exports and imports;
  7. data privacy;
  8. money laundering;
  9. employment;
  10. contracting with governmental entities; or
  11. medical devices, if applicable.

## **2.10 Gifts and Entertainment**

ZAPI GROUP prohibits associates from soliciting gifts or entertainment of any kind from our business partners, including suppliers. Supplier will not bribe any ZAPI GROUP associate by offering or giving any gifts except as set forth below. Existing or perspective suppliers shall not offer gifts, entertainment or other gratuities to ZAPI GROUP associates other than customary business courtesies that are reasonable in

frequency and value. ZAPI GROUP associates who have purchasing responsibilities may accept only business meals served during business meetings held at the facilities of suppliers or business meals when in travel status or promotional or advertising items having a truly nominal value, such as baseball caps, pens or calendars. Cash or cash equivalents (such as gift cards) never shall be offered to ZAPI GROUP associates by current or prospective business partners.

### **2.11 Accounting Records**

Supplier's accounting records must be kept and presented according to the laws of each applicable jurisdiction, in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues and expenses, and not contain any false or misleading entries.

### **2.12 Conflicts of Interest**

Supplier must immediately report to ZAPI GROUP any "conflict of interest" of which they become aware. A "conflict of interest" is any circumstance, transaction or relationship directly or indirectly involving the Supplier in which the private interest of any employee of ZAPI GROUP or any of its subsidiaries improperly interferes, or even appears to improperly interfere, with the interests of ZAPI GROUP and its subsidiaries.

### **2.13 Subcontracting**

In addition to any restrictions on the use of subcontractors that are otherwise agreed to between the Supplier and ZAPI GROUP or the applicable subsidiary, Supplier will not use any subcontractor in connection with any ZAPI GROUP or subsidiary business unless the subcontractor has received a copy of this Code of Conduct.

### **2.14 Monitoring and Compliance**

Supplier understands that ZAPI GROUP, its subsidiaries, or our designated agents (including third parties) may engage in monitoring activities to assess compliance with this Code of Conduct including on-site inspection of facilities and review of books and records. Neither ZAPI GROUP nor any of its subsidiaries or authorized agents assumes any duty to monitor or ensure compliance with this Code of Conduct, and Supplier understands that Supplier is solely responsible for full compliance with this Code of Conduct by its officers, directors, managers, employees, representatives and agents.

### **2.15 Management System and Communication**

Supplier must establish and maintain processes that are reasonably designed to ensure compliance with, mitigate the risks identified in, and facilitate continuous improvement with respect to, this Code of Conduct.

## **3. CONCLUSION**

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Supplier must ensure that this Code of Conduct is adequately communicated to all employees. Supplier should immediately notify appropriate ZAPI GROUP contact upon learning of any known or suspected improper behavior by Supplier or by employees of ZAPI GROUP or its subsidiaries.