

SUPPLIER CODE OF ETHICS

Revision history – Issued June 2021

OBJECTIVE AND SCOPE

Octo strive to create and maintain long lasting relationships with Suppliers who share same values and commitment to doing the right thing.

This Supplier Code of Ethics (“Code”) applies to all of Octo’s suppliers, business partners, consultants, contractors, subcontractors and their affiliates and applies to all products and services that Octo purchases.

This Code of Ethics (“the Code”) defines the standards that Octo’s suppliers and their subtier suppliers (“the Supplier”), are required to respect and to adhere to when conducting business with Octo and its affiliates. This document demonstrates Octo’s commitment to international standards such as – but not limited to - the UN Guiding Principles on Business and Human Rights, the 10 Principles of the United Nations Global Compact, the OECD Guidelines for Multinational Enterprises and the Core Conventions of the International Labour Organisation (ILO) throughout our supply chain.

Suppliers should know and understand this Code, and follow its principles and guidelines, in spirit and letter. Compliance with this Code is subject to an audit at the discretion of Octo. If a supplier violates this Code, Octo may impose adverse consequence, up to and including termination of current agreement, and/or prevention of future, business relationship.

Octo strongly encourages our suppliers to promote the requirements of this Code within their own supply chain.

POLICY

BUSINESS INTEGRITY

Octo requires the Supplier to comply with all applicable ethical trade laws and regulations in the countries where materials are sourced, produced, and assembled into Octo’s devices. In the case of services, the location of service delivery should prevail.

- **Anti-bribery:** The Supplier will not arrange, pay or accept bribes and shall not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws and regulations including but not limited to the Italian Legislative Decree 231/01, U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Brazilian Clean Companies Act and the laws set by the French Anti-Corruption Agency. The Supplier must never, directly or through intermediaries, offer or promise any personal or

improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private.

- **Keep Accurate Books & Records:** The Supplier shall maintain transparent and up to date books and records to demonstrate compliance with applicable materials, services, governmental and industry regulations.
- **Intellectual property:** The Supplier shall take appropriate steps to safeguard and maintain confidential Octo's proprietary information and use such information only for the purposes authorized by the contractual agreement. In case of sub-contracting, sharing of confidential information should be made only with the prior the consent of Octo.
- **Security and Data privacy:** In addition to specific OCTO requirements included in the relevant agreement, the Supplier shall adopt best practices and rules – aligned with the ISO - specific for its sector or processing operations, thus enhancing compliance and accountability with all applicable security and data protection laws and ensuring the highest level of confidentiality of information received, directly or indirectly by Octo.
- **Conflict of Interest:** A conflict of interest is a situation where personal interests might interfere with our ability to make objective decisions on behalf of Octo. Suppliers should act with the benefit of business in mind and not because of any personal interests. The Supplier is expected to report to Octo any situation that may appear as a conflict of interest, and disclose to Octo if any Octo director, employee, consultant or contractor may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.
- **Fair Competition:** Suppliers must adhere to all competition laws that apply to their activities. Competition laws protect consumers by ensuring a fair marketplace that is free from restraints of trade. While these laws are complex, suppliers must rely on a few general principles to guide their actions. Suppliers must refrain from entering into any agreement (formal or informal) with an actual or potential competitor or supplier that could improperly restrain trade, raise prices, or reduce quality, innovation or consumer purchase options. Discussing anti-competitive topics could have serious consequences. Suppliers should also avoid any appearance of an agreement to restrain trade, as merely the perception of anti-competitive behavior could damage our reputation for integrity and fair business practices.
- **Gift:** Exchanging modest gifts helps build strong business relationships with customers and other business partners. However, lavish or frequent gifts are prohibited because they can lead to actual or perceived conflicts of interest. Accordingly, Octo requests that suppliers avoid providing any gifts whose value exceed EUR 100 or its equivalent. Cash or cash equivalents (like gift cards) of any amount are never permitted.

HUMAN RIGHTS

Octo fully supports the United Nations Framework and Guiding Principles on Business and Human Rights and expects the Supplier to respect all human rights, including labour rights, throughout its business activities. As a minimum:

- **Freedom of Association and Collective Bargaining:** The Supplier should grant its employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations.
- **Forced Labour:** The Supplier must under no circumstances use, or in any other way benefit, from forced labour. Forced labour refers to any form of indentured servitude such as the use of physical punishment, confinement, or threats of violence as a method of discipline; or, control such as retaining employees' identification, passports, work permits or deposits as a condition of employment. Where the Supplier is using migrant or prison labourers under a legal framework, Octo must be made aware to allow us to review appropriate documentation maintained by the Supplier.
- **Employment Practices:** The Supplier shall only employ workers who are legally authorized to work in their facilities and is responsible for validating employees' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice. To every extent possible work performed must be based on recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided using labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.
- **Minimum Age for Employment** The use of child labour by the Supplier is strictly prohibited. Generally, no child below 15 years (or 14 in certain developing countries) is allowed to work, subject to exceptions allowed by national law. If the Supplier employs young workers, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental or emotional development.
- **Fair and Equal Treatment:** The Supplier should treat its employees with dignity, respect and integrity:
 - o The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, colour, religion, gender, age, physical ability, national origin, sexual orientation, political affiliation, union membership, medical tests, or marital status.
 - o Any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment must not be tolerated.

- o The Supplier shall respect the privacy rights of its employees whenever it gathers private information or implements employee monitoring practices.
 - o When the Supplier retains direct or contracted workers to provide security to safeguard its personnel and property, the Supplier will make sure that security personnel apply the same standards on fair and equal treatment.
- Working time and rest days: The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, and maternity and paternity leaves. In absence of law, the Supplier shall not require a regular work week over 60 hours; employees shall be allowed at least one day off after six consecutive days of work, and any overtime worked shall be voluntary and compensated at premium rate.
- Wages and benefits: The Supplier's employees must be provided with wages and benefits that, at a minimum, comply with national laws or industry standards whichever is higher, as well as binding collective agreements, including those pertaining to overtime work and other premium pay arrangements. In any event, wages should always be enough to meet basic needs for employees, and their entitled official dependents, and to provide some discretionary income. The Supplier must not apply disciplinary or any other forms of deductions from pay neither apply any forms of discrimination in employment and remuneration practices.

HEALTH AND SAFETY

Octo expects the Supplier's operating and management systems, as well as its employees, to try to prevent work-related injuries and illnesses.

- Workplace Environment: The Supplier shall provide its employees with a safe and healthy working environment. As a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation, and personal protective equipment must be provided at appropriately equipped work stations. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws and regulations.
- Emergency preparedness: The Supplier shall be prepared for emergency situations. This includes worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, and adequate exit facilities.
- Product Quality and Safety: All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law and any agreed manufacturing standards.

ENVIRONMENTAL SUSTAINABILITY

Octo requires its Supplier to comply with all applicable legal environmental requirements and demonstrate continual improvement of its environmental performance.

- **Environmental Permits and Reporting:** The Supplier shall obtain, keep current, and follow the reporting guidelines of all the required environmental permits and registrations to be at any time legally compliant.
- **Environmental Management System:** The Supplier shall document and implement a relevant environmental management system (based on international standards), designed to identify, control and mitigate significant environmental impacts.
- **Hazardous Materials and Product Safety:** The Supplier shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances must be strictly followed. The Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Suppliers shall ensure that key employees are aware of and trained in product safety practices.
- **Resource Consumption, Pollution Prevention and Waste minimisation:** The Supplier shall optimise its consumption of natural resources, including energy and water. Supplier shall implement and demonstrate sound measures to prevent pollution and minimise generation of solid waste, wastewater and air emissions. Prior to discharge or disposal, supplier shall characterize and treat wastewater and solid waste appropriately and according to applicable laws and regulations.

ACKNOWLEDGEMENT

Acknowledgement of the Code is a pre-requisite in every Octo Procurement Contract. Through the acceptance of the Purchase Order, the Supplier commits that all its operations are subject to the provisions contained in this Code. This Code, or the demonstration of its compliance, does not create any third-party beneficiary rights for the Supplier. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between suppliers and Octo.

COMPLIANCE

The Supplier may demonstrate its commitment to these principles through compliance with its own code of conduct or company policies, if they follow the above principles. However, Octo may require the Supplier to verify its compliance with this Code by any of the following methods and to take corrective action if there is a reason for concern.

- **Self-Assessments:** Octo may ask its Supplier to complete a questionnaire on compliance with this Code.
- **Third-Party Assessments:** Octo may ask for information from a third party, e.g. a data provider, on the Supplier's compliance and performance with regard to the Code.

- **Certifications/Statements:** Octo may ask its Supplier for a certification or statement confirming compliance with the Code.
- **On-Site Audits:** Octo or an authorized third party acting on its behalf may contact the Supplier and ask for permission to verify compliance with the Code on site.

Appendix

Responsible Sourcing of Conflict Minerals

This Appendix to the Supplier Code of Conduct sets out the fundamental requirements placed on suppliers of direct materials, parts, components, sub-assemblies or devices (hereinafter “Parts”) to Octo and its affiliates concerning their responsibilities with respect to “Conflict Minerals” to ensure responsible and conflict-free sources.

The supplier declares that:

- It is fully committed to ensuring that its use and sale of Conflict Minerals do not contribute to the ongoing conflict in the Covered Countries;
- It exercises due diligence on the source and chain of custody of Conflict Minerals in its supply chain by application of a nationally or internationally recognized supply chain due diligence standard such as the OECD Guidance;
- It will make available to Octo – at Octo’s written request – all documentation and supporting evidence that demonstrate its due diligence measures;
- It agrees that Octo or a 3rd party appointed by Octo and reasonably acceptable to supplier, shall be entitled to conduct inspections at supplier’s premises in order to verify the supplier’s compliance with the Code with full cooperation and support by supplier, provided that (i) such inspections may only be conducted upon prior written notice of Octo, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with supplier’s business activities nor violate supplier’s confidentiality obligations towards 3rd parties and (ii) Octo will bear its expenses due to such inspections.
- It will only supply Parts to Octo that are from Conflict Free sources;
- It will immediately and voluntarily notify Octo in case it becomes aware of any relevant warning signs in its supply chain indicating that any Parts may not be Conflict Free, including but not limited to “red flags” described in the OECD Guidance. The Supplier must immediately notify Octo in writing at fabrizio.tomassetti@octotelematics.com. Any notification must include reasonable tracking information to identify which goods may contain the affected metals.

Place, Date Signature(s)

Company, seal (if applicable) Name(s), Title(s)