

ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) STANDARDS

For Suppliers of Goods
& Services and Partners

JUNE . 2025



HORSE POWERTRAIN AND ITS AFFILIATES (“HORSE”) CONSIDER ITS RELATIONSHIP WITH THE VALUE CHAIN AS STRATEGIC, IN PARTICULAR TO MAINTAIN A COMPETITIVE ADVANTAGE BASED ON MUTUAL BENEFIT, VALUE CREATION AND SHARED VALUES OF ETHICAL COMMITMENTS, TRANSPARENCY, TRUST, AND SUSTAINABILITY.

THE PURPOSE OF THIS DOCUMENT IS TO ESTABLISH THE ETHICAL, SOCIAL AND ENVIRONMENTAL STANDARDS BETWEEN HORSE AND ITS SUPPLIERS, SERVICE PROVIDERS, PARTNERS, SUBCONTRACTORS, COLLABORATORS, CUSTOMERS AND THIRD PARTIES, INCLUDING THEIR PARENT, SUBSIDIARY, OR AFFILIATE ENTITIES AS WELL AS THEIR RESPECTIVE EMPLOYEES AND AGENTS (ALL TOGETHER REFERRED TO AS THE “PARTNERS”).

THE PRESENT DOCUMENT IS APPLICABLE FOR HORSE (HORSE POWERTRAIN LIMITED AND ITS AFFILIATES) AND SHALL BE ACCEPTED AND OBSERVED BY THE PARTNERS REGARDLESS OF THE COUNTRY OR TERRITORY IN WHICH SAID PARTNERS AND ITS EMPLOYEES ARE LOCATED OR PROVIDING THEIR GOODS OR SERVICES.

PARTNERS MUST IMPLEMENT MANAGEMENT SYSTEMS AND RESOURCES TO ENSURE THEIR COMPLIANCE AND THEIR SUPPLY CHAIN COMPLIANCE WITH THIS DOCUMENT.

HORSE ALSO EXPECT PARTNERS TO ALWAYS APPLY THE PRECAUTIONARY PRINCIPLE, WHICH MEANS THAT THEY ARE EXPECTED TO ALWAYS TAKE PRECAUTIONARY MEASURES WHENEVER THERE IS REASON TO BELIEVE THAT A POTENTIAL ACTION MAY NEGATIVELY IMPACT THE HEALTH OR SAFETY OF A PERSON, SOCIETY OR THE ENVIRONMENT.

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01

ETHICS & COMPLIANCE

1. ETHICS AND COMPLIANCE

1.1 COMPLIANCE WITH UNIVERSAL STANDARDS

Partners shall ensure compliance with:

- International Bill of Human Rights;
- ILO Declaration on Fundamental Principles and Rights at Work;
- United Nations Convention against Corruption;
- The OECD guidelines for Multinational Enterprises adopted on 27 June 2000, updated in 2011 and 2023;
- The Global Pact adopted on the initiative of the United Nations (Global Compact);
- The Universal Declaration of Human Rights of 1948 and the principles laid down within the framework of the Declaration of the International Labour (ILO) of 1998, relating to the basic principles and rights at work, and ILO Convention N° 155 on Occupational Safety and Health;
- Paris Agreement;
- Resolutions and Recommendations issued by the International Union for Conservation of Nature (IUCN) regarding Biodiversity;
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas;
- OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

1.2 COMPLIANCE WITH LAWS AND TRANSPARENCY

Partners must act in accordance with all legal requirements that apply to their activity and to their business relationships, in all countries and regions and cascade this commitment to their supply chain.

Partners shall comply with competition regulations, specifically regarding anti-competitive practices such as illegal monopolies, improper trade restrictions or abuse of dominant positions.

Partners shall provide truthful and rigorous information regarding their financial and non-financial information.

Partners should also comply with all relevant tax and financial laws, regulations, and reporting requirements.

Partners must comply with laws regarding exports of goods and technologies restricted by the law in all countries/regions.

1.3 CORRUPTION, BRIBERY AND CONFLICTS OF INTEREST

Partners shall operate transparently and in accordance with ethics principles in their business relations, without participating or supporting any type of fraudulent, bribery or corruption behaviour.

Partners commit to have a Code of Conduct no less stringent than HORSE's Code of Business Ethics. In line with HORSE's zero tolerance for bribery and corruption, Partners shall never engage in, or tolerate, any act or omission that could possibly be construed as a form of bribery or corruption.

Partners shall not accept gifts or any kind of facilitating payments and must not take part in or support money laundering.

Partners are encouraged to pay particular attention to the following situations that are usually considered riskier when it comes to bribery and corruption:

- interactions with public officials: certain stricter rules apply when dealing with public officials; for example, facilitation payments are always forbidden;
- use of intermediaries, in particular agents: many cases of bribery involve third-party intermediaries (sales consultants, agents, brokers, etc.) that may use part of their remuneration to provide bribes; intermediaries must be chosen on the basis of appropriate selection criteria and due diligence;
- donations to charity, associations or political parties and sponsoring activities: these activities can be routes for bribery and corruption and must be carefully assessed.

As a principle, HORSE expects its Partners to refrain from providing gifts, favours or hospitality to HORSE directors, officers and employees. In all cases, social amenities offered by Partners to HORSE employees:

- cannot be intended to improperly influence the recipient's business judgement or create the appearance of doing so;
- must be customary and appropriate business courtesies, i.e. they should not embarrass HORSE or harm its reputation;
- must be reasonable in value and frequency.

Partners are also expected to ensure that all their reports, records and invoices are accurate and complete, and that they contain no false or misleading information.

Partners and their employees must avoid any type of situation which could lead to a conflict of interest. Any situation that may involve a conflict of interest, or the appearance of a conflict of interest, between HORSE and its Partners must be avoided: the professional judgement, performance or decision-making ability of an employee of HORSE, or of the Partners, must remain independent from considerations that do not involve the business at hand and cannot be (or seem to be) influenced by private interests.

1.4 EXPORT CONTROLS AND FAIR TRADE

Partners shall comply with applicable export control and sanctions laws and provide to HORSE the necessary information to ensure compliance with the said laws.

Partners shall know about any applicable rule regarding competition and shall not implement anti-competitive practices.

Tradesanctions restrict trade and financial transactions with certain countries, companies, organizations and individuals, while export controls restrict the export and re-export of certain "controlled" goods, software, and technology without the required licenses or other authorization from the relevant authority. Violation of these rules may expose HORSE to significant penalties and other adverse consequences.

Partners shall submit the information required by HORSE in relation to emission data, in the time and form defined in the CBAM (Carbon Border Adjustment Mechanism) regulation.

1.5 ANTI-TRUST

HORSE strives to act at all times as a fair and responsible market participant and expects the same from its Partners. Thus, Partners are required to comply with applicable competition laws and regulations (also referred to as anti-trust laws).

In particular, Partners must refrain from entering into any understanding or agreement that would hinder competition either with their competitors or with their own suppliers. This applies to any arrangement that influences prices, terms of sales (including discounts), strategies or customer relations, markets, market shares, customers or territories (particular care is expected regarding the participation of Partners in tender procedures). This also applies to the exchange of sensitive information or to any other conduct that unlawfully restricts or may restrict competition.

1.6 DATA PROTECTION, CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

Data Protection

Partners shall collect, use, and share information and personal data only through methods that respect privacy rights, in compliance with applicable laws and data processing and confidentiality agreements, including the implementation of cybersecurity controls and standards.

Partners shall ensure that any third parties processing personal data on its behalf adhere to equivalent data protection standards.

Confidentiality

All information provided, including product details and commercial references, is strictly confidential and proprietary to HORSE. It is intended solely for the Partners' evaluation and must not be disclosed to any third party, including HORSE's competitors, without prior written consent. Unauthorized use, reproduction, or disclosure of confidential information is prohibited and may result in legal consequences under applicable confidentiality laws.

Should a Partner have interactions with a competitor of HORSE, Partner must not share any of HORSE's sensitive information with the competitor and vice versa, even via third parties.

HORSE's confidentiality obligations are designed to prevent loss of novelty under Article 54(1) and (2) of the European Patent Convention (October 5, 1973) and corresponding patent laws in other jurisdictions.

Intellectual Property

Partners shall protect HORSE's intellectual and industrial property throughout the business relationship and take measures to prevent counterfeiting.

We expect our Partners to share in this commitment by strictly prohibiting the use, sale, or distribution of counterfeit parts. Counterfeit parts pose significant risks to product quality, safety, and reliability.

Partners are required to implement robust measures to prevent the introduction of counterfeit components into the supply chain. These measures may include stringent inspection, authentication, and traceability processes. If counterfeit parts are identified, Partners are expected to promptly report such incidents to HORSE and take corrective action to rectify the issue.

All preexisting intellectual and industrial property of HORSE, along with any derivative works based on it, shall remain the exclusive property of HORSE. Partners shall have no rights, licenses, or interests in such intellectual and industrial property unless explicitly stated otherwise in writing. Furthermore, Partners shall not acquire, transfer, or sublicense HORSE's preexisting or derivative intellectual and industrial property to third parties.

Any intellectual and industrial property developed by Partners for HORSE, or any derivative works thereof, shall remain the exclusive property of HORSE. Partners shall have no rights, licenses, or interests in such intellectual property unless explicitly stated otherwise in writing.

Partners guarantees that its products or services will not infringe upon any third party's intellectual or industrial property rights.

To the extent permitted by law, all results, deliverables, and original works created by Partners under HORSE's request and instructions shall be considered "works made for hire." HORSE's payment for these services entitles it to full ownership of the resulting intellectual and industrial property, which shall be formally assigned to HORSE.

Partners shall ensure that all copies of documents, software, copyrightable materials, or other proprietary assets in its possession retain all copyright and proprietary notices.

If HORSE provides Partners with samples for testing purposes, Partners shall return all remaining samples upon request, except those consumed during testing. Samples shall not be analysed without HORSE's prior written consent.

Partners agrees not to (i) copy, modify, or create derivative works of HORSE's intellectual or industrial property, or (ii) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, structure, or organization of such property, except as expressly authorized in writing by HORSE.

Any license granted by HORSE to Partners concerning its intellectual and industrial property must be explicitly defined in a written contract. Such a license expressly excludes the right to sublicense unless explicitly stated otherwise.

Partners shall defend, indemnify, and hold HORSE harmless from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of any kind (including reasonable attorneys' fees) arising out of or resulting from violations of intellectual or industrial property rights owned by a third party, or any claim that Partners' products, services, or operations infringe upon or misappropriate any third party's intellectual or industrial property rights. Partners shall promptly assume control of the defence of any claim, at its own expense, and shall not settle any claim without HORSE's prior written consent. HORSE reserves the right to participate in the defence of any such claim.

1.7 GRIEVANCE MECHANISM AND REMEDIATION MEASURES

Partners shall establish an effective mechanism for complaints and grievances, which enables stakeholders to raise concerns regarding corporate ethics, human rights and any other matter, ensuring that this is done anonymously, confidentially and without any form of retaliation.

Partners shall collaborate with HORSE when their business activities may cause/contribute to negative environmental or social impacts.

02

HEALTH AND SAFETY AND QUALITY

2. HEALTH AND SAFETY AND QUALITY

2.1 QUALITY AND SAFETY OF PRODUCTS AND SERVICES

Partners' products and/or services shall comply with the highest quality, health and safety standards to eliminate potential negative impact to customers, users and other stakeholders and shall establish and operate company-wide quality management systems.

Suppliers shall remain certified at the level required, IATF 16949 and/or ISO 9001 when required. The direct procurement suppliers (BOP) will rigorously apply to the supplied products the New Product Quality Procedures specified in the requests for quotation. Partners are encouraged to implement ISO 9001 certification or IATF or similar.

2.2 OCCUPATIONAL HEALTH AND SAFETY

To ensure health and safety in the workplace Partners shall consider it as a priority and comply with all applicable laws and international standards relating to health and safety.

Partners shall ensure that their employees and subcontractors are not exposed to severe occupational health and safety hazards and shall ensure the prevention of occupational accidents and incidents for all their employees and subcontractors, in particular for vulnerable people, by implementing health and safety risks identification and assessment and implementing measures to prevent, eliminate or mitigate them, for instance:

- health and safety policy; management system; procedure, action and corrective plans, including those related to mental health and ergonomics;
- monitoring and reporting indicators;
- preventive measures, personal protection equipment and clothing free of charge, trainings adapted to the job positions and risks exposure;
- emergency preparedness plans and response procedures, including emergency reporting, employee notification, trainings, exit routes, signs and protection equipment.

Partners shall provide to their employee's general medical examinations in compliance with applicable laws.

Partners shall take reasonable action to protect female workers, especially for pregnant women/nursing mothers and vulnerable employees. Partners are encouraged to implement ISO 45001 certification and set a target for zero accidents and professional illnesses.

03

LABOUR STANDARDS AND HUMAN RIGHTS

3. LABOUR STANDARDS AND HUMAN RIGHTS

3.1 SCOPE OF APPLICATION

Partners must comply with UN International Labour Organization Principles and ensure labour and human rights standards not only for their direct employees but also for their subcontractors.

Specially Partners will abide by ILO Conventions n°111 (non-discrimination), n°100 (equal remuneration for work of equal value), n°135 (workers representative), n°87 (freedom of association), n°98 (right to organise and collective bargaining) n°158 (termination of employment) and n°155 (Occupational Safety and Health).

3.2 ERADICATE DISCRIMINATION

Partners shall end all forms of discrimination and harassment based on race, ethnicity or caste, religion, ideology, age, nationality, sexual orientation, disability, gender, gender identity, health condition, marital or family status, pregnancy, social origin, opinion background, trade union activities or for any other reason.

Partners shall ensure non-discrimination in any working aspect such as recruitment, promotion, assessment, training, wages, assignment of duties, disciplinary measures, dismissal or retirement and implement measures / plans to promote diversity and inclusion.

Partners shall protect minority group's rights and women's rights.

Partners are encouraged to promote diversity and inclusion in the workforce.

3.3 WORKING CONDITIONS

Partners shall comply with local laws regarding minimum wages and other salary concepts, such as overtime compensation, wage deductions, performance-based pay, and other remuneration.

Moreover, Partners should offer fair pay which enable their workers and their families to cover their basic needs.

Regarding working hours, Partners must respect the provisions of applicable legislation and sectoral regulations and avoid more than 48 hours of work per week, ensuring one day of rest per week and paid annual vacation period. Overtime working hours shall be based on voluntary basis, shall not exceed 12 hours per week and shall be compensated in accordance with local laws. Additionally, Partners shall respect sick and parental leave.

Partners shall provide employees with adequate ventilation, light and temperature levels, and acceptable levels of noise and dust/air pollution, as well as with resting and eating areas, toilet facilities, dining areas with potable water and access to first-aid supplies.

Partners are encouraged to promote work-life balance and the right of disconnect.

In the case of hiring migrant workers, Partners must ensure decent working conditions and decent accommodation conditions if applicable.

3.4 COLLECTIVE BARGAINING

Partners must respect freedom of association, collective bargaining and social dialogue based on the laws of each country and the right to seek representation in the workplace without any form of reprisal or discrimination.

Furthermore, Partners are encouraged to undertake consultation and dialogue with employees or their representatives and shall respect the employees' right to organise themselves collectively while remaining strictly neutral.

Where local law sets restrictions on the right to freedom of association and collective bargaining, Partners shall allow alternative forms of worker representation, association and bargaining.

3.5 PROHIBITION OF CHILD LABOUR AND YOUNG WORKERS

Partners must forbid the employment of minors who do not meet the legal minimum working age or under the age with the obligation to attend school in each country.

Partners shall not employ anyone under the obligation to attend school or under the age of 15 years for light work or under the age of 18 years for work overnight or that can be dangerous or impact health.

Partners must respect the UN convention on the Rights of the Child and the ILO Conventions n°138 (Minimum age) & n°182 (Worst Forms of Child Labor).

3.6 ABOLITION OF FORCED LABOUR

Partners shall eliminate all forms of forced labor or child labor including but not limited to modern slavery, hiring employees against their will or under threat, including the use of violence or intimidation, forced debt, limitation of freedom of movement, excessive overtime, abusive working and living conditions or withholding of wages.

Partners shall guarantee the freedom for an employee to terminate its employment at any time in compliance with the stipulated notice period.

Disciplinary measures applied shall be free from any forms of violence, physical punishment, humiliation, and treatment contrary to human dignity.

Recruitment agencies must not require workers to pay hiring fees, withholding of identity documents or threats of reporting to the immigration authorities, and must provide a contract or notification of employment which includes their rights and responsibilities in a language they can understand.

Partners must respect the ILO Conventions n°29 & n°105 on forced labor.

3.7 SECURITY FORCES

Partners must ensure that their use of private or public security forces is in full compliance with all applicable laws and regulations. Security personnel should be licensed, trained, and authorized to perform their duties.

Partners shall ensure that, when hiring private security force, it does not abuse its power or violates human rights.

3.8 LOCAL COMMUNITIES

Partners shall uphold the principles laid in the United Nations Declaration on the Rights of Indigenous Peoples 2007 (UNDRIP), suppliers shall not negatively impact communities' welfare, nor limit the access to basic rights such as energy, water, food, property, land use, education or health. Conversely, Partners are encouraged to actively contribute to the well-being of local communities in the territories where they operate, when ensuring the safety of its employees and facilities, Partners shall not do it at the expense of the human rights of local communities, indigenous people and vulnerable groups.

Partners must not violate indigenous aboriginal rights or minority communities due to its more vulnerable situation, ensuring its ability to give or withhold their free, prior, and informed consent (FPIC) on any activities that might affect their rights, traditions, cultural heritage and traditional lands. Partners must consider and recognize their formal and customary land rights including forests, pastures and agricultural lands. In addition, we expect Suppliers to respect customary, traditional and legal water rights and water usage.

Operations must not result in the displacement or forced eviction, degradation, or depletion of the lands, territories, and resources traditionally used or owned by indigenous, local and minority communities.

3.9 HUMAN RIGHTS DUE DILIGENCE

Partners should work to implement a human rights due diligence that encompass a policy based on the respect of internationally recognized human rights, human rights risk assessment and management measures, to guarantee that they are not violating any human rights directly or indirectly through their commercial activities and aiming at preventing, reporting and redressing possible abuses.

04

ENVIRONMENTAL

4. ENVIRONMENTAL

4.1 ENVIRONMENTAL MANAGEMENT

Partners shall comply with environmental laws, in particular but without limitation, laws related to soil pollution, air emissions, water spills, wastes, biodiversity and noise, and shall ensure the protection of natural capital from a preventive approach.

Partners shall establish a management system and procedures to identify and minimize environmental negative aspects in a continuous improvement basis. If an environmental damage occurs, Partners commit to allocate promptly all necessary resources to restore the affected area to its original condition prior to the incident.

Partners shall implement ISO 14001 certification or European label EMAS.

Partners are encouraged to implement a Life Cycle Assessment (LCA) of its products and/or services to evaluate the environmental impacts generated along the life cycle and provide it if requested by HORSE. Partners are expected to have an open dialogue on environmental matters in the spirit of mutual cooperation.

4.2 WATER, AIR AND SOIL QUALITY

Partners shall have procedures in place to prevent and reverse their impact of any contamination of the water, air and soil by means of continuous monitoring and establishment of targets to reduce the emission of pollutants.

Specifically in relation to water, Partners shall be aware of their impact on water risk areas and take measures minimize it and monitor their water withdrawal and water discharges.

4.3 BIODIVERSITY AND FIGHT AGAINST DEFORESTATION

Partners should be aware of geographical location in relation of biodiversity and take measures to minimize negative impacts.

Partners shall respect regulation specially with EU Deforestation Regulation (EU 2023 / 1115) and with specific client requirements if they are deployed for the use of sensitive materials for the client of the product.

Partners shall not engage in activities that contribute to deforestation, illegal logging, habitat destruction and land conversion in their operations or their supply chain; in accordance with international biodiversity regulations and laws and shall develop an understanding on dependences on services provided by nature, impact on the ecosystem and risk associated.

HORSE encourages Suppliers to use responsible and certified sources for materials that may impact biodiversity and forests.

Partners shall contribute to protecting and preserving ecosystems, specifically in vulnerable and threaten areas, and in particular must respect animal welfare and not engage in any activities that involve cruelty, harm, or exploitation of animals. This includes, but is not limited to, ensuring humane treatment in any materials sourcing, production processes, or transportation related to our products.

4.4 GREENHOUSE GAS EMISSIONS

Partners shall comply with current applicable regulations for materials, parts, and batteries.

Partners shall measure and report their greenhouse gas emissions at product and corporate level across Scope 1, Scope 2, and relevant Scope 3 categories, using recognized standards (such as the Greenhouse Gas Protocol or ISO 14064).

Regarding Suppliers of parts, they must measure carbon footprint via Product Carbon Footprint template.

Suppliers undertake to submit the information requested by HORSE in relation to emission data.

Partners shall design a decarbonization plan implementing measures to reduce emissions from their activities and products and throughout its value chain such as energy efficiency activities, renewable energy consumption or low carbon materials purchasing, as well as transition plans.

Partners are encouraged to set public commitments regarding Greenhouse Gas reduction targets.

4.5 CIRCULAR ECONOMY

Partners shall monitor and to reduce natural resources consumption, including surface and ground water, energy, use raw materials responsibly and shall try to reduce and optimize packaging. Direct Suppliers of materials are encouraged to develop and provide transparency on their bill of material when requested.

Partners must minimize waste generation and try to create close loop systems where waste is used as secondary raw materials. Partners are also encouraged to provide information about waste generated.

Partners must reduce or eliminate the use of rare earths and other critical raw materials by working on reduction and substitution solutions, use of recycled materials and closed loop recycling.

Partners must promote circular economy principles: recycling, reuse, refurbishments, remanufacturing and composting whenever it is possible. Suppliers undertake to submit the information requested by HORSE in relation to recycled content data.

4.6 CHEMICAL PRODUCTS SUBSTANCES OF CONCERN

Partners shall comply with all applicable laws on substances and must identify, minimize or eliminate the use of restricted substances in their manufacturing processes and in finished products so as to ensure regulatory compliance and the client standards and policies when deployed and applicable.

Partners shall identify potentially hazardous substances in chemical products and articles used in its production and ensure that they are handled, transported, stored, recycled and disposed of safely.



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RESPONSIBLE SUPPLY CHAIN MANAGEMENT

5. RESPONSIBLE SUPPLY CHAIN MANAGEMENT

5.1 CASCADE STANDARDS ALONG THE SUPPLY CHAIN

Partners shall ensure the implementation of the ESG standards herein mentioned further along their supply chain (tier-1 Partners) and are encouraged to cascade them into their upstream supply chain.

Partners shall assess their direct partners and subcontractors in terms of ESG with the purpose of minimizing ESG risks throughout the value chain.

5.2 RESPONSIBLE SOURCING AND CONFLICT MINERALS

Partners shall ensure responsible sourcing of materials and minerals used in their products, by implementing due diligence processes ensuring their traceability.

Partners shall identify the sourcing of the materials they acquire in order to avoid the purchasing, use and sell of conflict minerals. Partners must share this information when requested.

Material Data Sheet (MDS) registration is mandatory in due time for all parts and materials delivered to HORSE, regardless of design date or application of the part or material and including spare parts and customer adaptation.

HORSE requires all Suppliers and Partners to only use minerals and metals whose extraction, processing, trade and transportation has not directly or indirectly resulted in human rights abuses, unethical business conduct (e.g. corruption), severe environmental harm or provided funding for armed conflict.

Metal Suppliers must fully support and co-operate with HORSE efforts to secure full transparency and traceability of their supply chain of tantalum, tin, tungsten, gold, hereinafter referred to as “Conflict Minerals” as well as mica and cobalt. Suppliers shall only use smelters for Conflict Minerals, mica and cobalt that have been validated as conformant to the third party-assured responsible mineral sourcing validation program Responsible Mineral Initiative’s (RMI) Responsible Mineral Assurance Process (RMAP). Suppliers shall upon request from HORSE submit a valid CMRT (Conflict Mineral Reporting Template) and EMRT (Extended Minerals Reporting Template).

Supplier and Partner shall also perform adequate due diligence for other materials that are, from time to time, identified by HORSE as being directly or indirectly contributing to violations of human rights and/or climate change, including to making a reliable determination of the origin and source of such materials. Suppliers and Partners must ensure that any of these minerals contained in the products manufactured by the Supplier or Partner do not directly or indirectly finance or benefit armed groups that are perpetrators of human rights abuses or in any other way directly or indirectly contribute to human rights violations. Suppliers and Partners should make these due diligence measures available to HORSE upon request.

If such an impact is suspected or confirmed, steps must be identified and taken as quickly as possible to find alternative sources of supply of the minerals in question.

06

ESG ASSESSMENT FOR SUPPLIERS

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HORSE asks Partners to perform an ESG compliance assessment conducted by a third party.

In the case of failing the expected minimum scores, training and/or relevant action plans are requested to be presented to HORSE to reach acceptance levels.

In the case of not reaching the third-party ESG assessment conditions or in other cases whenever a compliance direct onsite assessment would be necessary, Partners accepts that audits can be carried out at its sites or at those of its subsidiaries by HORSE or a third party appointed by HORSE.

If necessary, additional information and corrective plans could be requested.



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07

WHISTLEBLOWING CHANNEL

7. WHISTLEBLOWING CHANNEL

Partners shall report to HORSE any event or situation that may imply violation of applicable laws, regulations and requirements under this document, and collaborate in case of investigation, Partners also shall promptly address and follow up on the results of any audits, taking necessary action to correct any identified deviations.

Reports are preferably submitted via HORSE whistleblowing channel: report.whistleb.com/en/horse

Partners shall implement a whistleblowing channel available to their stakeholders and should ensure that their employees are informed and trainees on the procedure to report any non-compliance issues rated to this ESG standards.



Ana Sampelayo
Head of ESG



Clémence Auroy-Vernin
Chief Legal and Compliance Officer



Luca Stoppelli
Chief Purchasing Officer



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DECLARATION

PARTNERS STATE THAT THEY HAVE READ AND UNDERSTAND THE CONTENT OF THIS DOCUMENT, AND THEY COMMIT TO APPLY IT IN THEIR COMPANY OR GROUP OF COMPANIES, REGARDLESS OF THE COUNTRY IN WHICH THEY ARE OPERATING.

NON-COMPLIANCE BY THE PARTNER WITH ANY THE PRINCIPLES SET FORTH IN THIS DOCUMENT MAY BE CONSIDERED A MATERIAL BREACH AND AS SUCH JUSTIFY AN IMMEDIATE TERMINATION BY HORSE OF THE CONTRACT BETWEEN HORSE AND THE PARTNER.

By:

Month:

Date:

Signature: