



Supplier Code of Conduct

SWM's Guide to Responsible Sourcing

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Introduction

How to Use This Code

Schweitzer Mauduit International S.a.R.L. (Luxembourg) (“SWM”) is built upon a foundation of strong corporate values and business practices. SWM takes very seriously the provisions of the European Union’s (EU) Corporate Sustainability Reporting Directive (CSRD), effective since 5th January 2023, and anticipates with interest the EU’s Corporate Sustainability Due Diligence Directive (CSDDD), which is expected to come into force by 2027, and which will explicitly require large companies, including SWM, to develop a strictly respected code of conduct as part of a comprehensive environmental, social and governance (ESG) policy.

This **Supplier Code of Conduct** outlines the minimum standards SWM requires its Suppliers (as defined below) to comply with when doing business with SWM, in addition to complying with all laws and regulations that are applicable to the Supplier. The Supplier will respond without delay to any request from SWM aiming at the implementation of existing or new laws or regulations on SWM premises. Should a conflict arise between the standards listed below and local laws or regulations, Suppliers will be expected to comply with the laws and regulations of the jurisdictions in which they operate. For purposes of this Code, a “Supplier” is any person or legal entity which provides SWM with products or services. This definition will equally encompass any associate of the Supplier, where associate refers to any of the Supplier’s suppliers, vendors, agents and subcontractors that are involved in SWM’s supply chain.

We expect Suppliers to produce, preserve, and deliver the product and/or service in conformity with agreed upon specifications and to provide any relevant information, results, or performance ratings related to the product and/or service. SWM will purchase goods and services which are produced and delivered under conditions which do not abuse or exploit any person or the environment. It is each employee’s and Supplier’s responsibility to ensure that our products and services are obtained from sources which respect safety, health, environment, product stewardship, product quality, social, legal, and ethical standards, and sustainability requirements as defined below. The Supplier shall have appropriate management systems in place to enable adherence to this Code or its own equivalent code as well as all other relevant and applicable laws and regulations. The functioning and quality of the management system shall be in proportion to the size, complexity, and risk environment of the Supplier’s business. The Supplier shall adopt a systematic approach to the assessment, mitigation, and management of risks related to human and labor rights, occupational health and safety, responsible business practices, and environmental impact. All applicable laws, regulations, and contractual terms governing the Supplier’s assignments shall be duly applied and communicated, with sufficient training provided to relevant employees and business partners. The Supplier shall have systems in place to enable the reporting of Code-related grievances (e.g., a whistle-blowing system) to the Supplier’s management team. The Supplier shall communicate this Code or its own equivalent code to its own suppliers and sub-suppliers.

SWM Supplier Code Of Conduct

Human Rights and Labor Standards

Suppliers must observe the United Nations' (UN)s Universal Declaration of Human Rights (UDHR). Slavery, forced or compulsory labour (including prison labour), and human trafficking and exploitation are prohibited. Suppliers are expected to comply with the requirements of International Labour Organization (ILO) Convention No. 138 on the minimum age for admission to employment and work and to not employ any workers below 15 years (14 years in certain developing countries) or the minimum age according to applicable legislation, whichever is stricter. Suppliers shall provide a harassment-free work environment and shall ensure that their employees and contractors do not suffer from bullying, harassment, retaliation, physical or mental punishment, or any other forms of psychological or physical abuse.

SWM values diversity and inclusion. Discrimination in any form is not tolerated. This includes, but is not limited to, discrimination based on race, ethnicity or national origin, sex, sexual orientation, gender identity, age, religion, disability, or any other status protected by law.

Furthermore, SWM understands the importance of providing workers with decent working conditions and, therefore, requires the Supplier to: a) provide a safe, healthy, and sanitary working environment in line with all applicable local health and safety laws, and (b) not to engage workers in hazardous labour, which involves any work that inherently entails a substantial risk of harm to the health and safety of a worker where inadequate health and safety provisions are adopted.

Information Security and Data Protection

SWM is sensitive to the dangers linked to a failure to take adequate security measures concerning the processing and transferring of personal data.

For this reason, SWM requires its Suppliers to respect the provisions set out in the EU's General Data Protection Regulation, in force since May 25th, 2018.

Environmental Health and Safety (EHS) and Sustainability

The Supplier is required:

- to fulfill all applicable legal EHS requirements, including the EU Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) directive, where applicable,
- to have a EHS policy of its own, to demonstrate management's commitment to EHS, and to assign responsibility for EHS within its organization,

Examples

- ensuring that operational controls such as rules and procedures are in place and communicated to all relevant employees.
 - ensuring that relevant employees have appropriate know-how and experience in relation to environmental and safety issues, as well as resources to enable them to effectively meet their responsibilities.
 - measuring and monitoring its EHS performance and hazards with the help of properly conducted workplace inspections and audits.
 - having emergency preparedness and response procedures in place
 - ensuring that instructions covering all processes with potential environmental impacts, such as the storage and handling of hazardous materials, are available and that the relevant information is communicated to all employees involved.
 - handling environmental and safety violations and complaints systematically and communicate them to employees and external stakeholders, including SWM if affected.
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- to provide SWM with up-to-date material safety data sheets (MSDS or SDS), as applicable, and any other relevant documents and information requested by SWM,
 - to provide SWM with available information regarding their sustainability performance as requested, and reasonable assistance in understanding and utilizing this information as we work to reduce our own environmental impacts.

SWM sustainability commitment: Thinpact program

- Greenhouse gas emissions, water consumption and waste generation are 3 key material topics on which SWM have set ambitions for 2030
- We encourage SWM suppliers to measure and reduce their environmental impact and we could request from them specific information, such as product life cycle assessment data, GHG reduction plans, etc.

Wages and Working Hours

At a minimum, wages and working hours will comply with all applicable wage, and hour laws and collective agreements, rules, and regulations, including minimum wage, overtime, and maximum hours in the country or locality concerned.

Compliance with Timber Regulations

SWM expects all applicable Suppliers to fully comply with the EU Timber Regulation and the US Lacey Act, or any Timber regulation in force in the region, country or locality concerned. Suppliers should not engage in practices that contribute to deforestation and should seek third-party certification (FSC, PEFC, or an alternative credible standard) for supplied timber and timber-derived materials. SWM supports practices that end deforestation and the illegal harvest of timber.

Conflict-Free Minerals

In August 2012, the U.S. Securities and Exchange Commission (SEC) adopted final rules implementing Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, also known as the “Conflict Minerals Rule.” Under these rules, publicly traded companies must annually report to the SEC whether products they manufacture or contract to manufacture contain specific “conflict minerals” originating from the Democratic Republic of the Congo or adjoining countries (DRC). The conflict minerals are columbite-tantalite (tantalum), cassiterite (tin), gold, and wolframite (tungsten). If public companies determine they are subject to the Rule, they must conduct a “country of origin” inquiry reasonably designed to determine whether any conflict material used originated from the DRC or adjoining countries (collectively, the DRC region).

SWM therefore:

- is committed to compliance with the requirements of the Conflict Minerals Rule and to any further action that ensures the protection of human rights.
- expects its suppliers to:
 - source materials from socially and ethically responsible suppliers,
 - identify any conflict minerals in products supplied to SWM and the origin of such minerals, and
 - provide information to SWM to aid SWM’s ability to comply with the Conflict Minerals Rule

Responsible Business

The Supplier is required to conduct its business in full compliance with this Code or the Supplier’s own equivalent ethical rules. This means, among other things, that the Supplier is required:

- to conduct business in full compliance with all applicable antitrust and fair competition laws,
- to prevent situations where there is a conflict of interest between the Supplier and SWM,
- to act in compliance with all applicable anti-corruption laws, including the Foreign Corrupt Practices Act and the UK Modern Bribery Act, by, among other things, refusing to receive or offer bribes, facilitation payments, or anything of value for the purpose of obtaining or retaining business or any improper benefit or advantage,
- to act in compliance with all rules and regulations related to the safety and quality requirements of products and services, including rules defined by SWM for work conducted at SWM locations,
- to transparently and accurately record and disclose details of its business activities, corporate structure, financial situation, and performance in accordance with applicable laws and regulations,
- to maintain the integrity of confidential data.

SWM Representatives shall always pay for their own travel and accommodation costs when visiting the Supplier, attending conferences, or conducting other business. The Supplier shall not offer any SWM Representatives any gifts, hospitality, or expenses that could be considered unreasonable or inappropriate with regard to possible business transactions, although reasonable meals incidental to business discussions are permitted. For purposes of this Code, “SWM Representatives” include the company’s employees and legal representatives.

Suppliers shall promptly disclose to SWM at corporate_communications@swmintl.com any situation that is or may be perceived to be a conflict of interest which involves SWM employees or any suspected violation of this Code.

Breach of the Code

Any failure to meet the standards set out in this document will be interpreted as a serious breach of SWM’s ESG policy. In the event of a breach of this code, the Supplier will have the possibility to produce a remediation plan within 30 days of being requested to do so by SWM. If SWM is not satisfied with any proposed remediation plans put forward by the Supplier within the 30-day period, SWM shall have the right to terminate any contracts, including purchase orders, with the Supplier with immediate effect.

When a conflict exists between this Code and an executed supply agreement, the conditions and terms of the supply agreement will supersede this Code.

Updates

SWM reserves the right to update this Code as we deem necessary. For questions, please contact corporate_communications@swmintl.com