



Global Supplier Code of Conduct

Every

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Every-COM-SD-SCOC
Global Supplier Code of Conduct

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1. Introduction

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Everty. These principles apply to all aspects of Everty' business, and encompass all manufacturers, distributors, vendors, and other suppliers that provide goods or services to Everty (each a **"Supplier"** and collectively **"Suppliers"**).

Everty is committed to treating all workers with respect and dignity, ensuring safe working conditions, and conducting environmentally responsible, ethical operations. We expect Suppliers in our operations and supply chain, and their suppliers, employees, personnel, agents, subcontractors and sub-tier suppliers to embrace the following social, environmental, and ethical responsibilities.

These principles are reflected in this Supplier Code of Conduct ("**Supplier Code of Conduct**"), which establishes the minimum standards that must be met by any Supplier regarding:

- Supplier's legal and regulatory compliance, including compliance with privacy laws and regulations;
- Supplier's treatment of workers;
- Supplier's respect for human rights and fair labor practices;
- Workplace health and safety;
- Impact of Supplier's activities on the environment; and
- Supplier's ethical business practices.

2. Supplier's Employees Access Requirements

It is important that Supplier and Supplier's workers understand Supplier's obligations under this Supplier Code of Conduct

Supplier shall procure that this document is made known and accessible to its employees through appropriate means at its own cost.

3. Applicability

This Supplier Code of Conduct applies to all Suppliers. Supplier is responsible for compliance with the standards set out in this Supplier Code of Conduct ("Standards") throughout its operations and throughout its entire supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall comply with the Standards in:

- all of its facilities; and
- all of its operations, including with respect to manufacturing, distribution, packaging, services delivery, service quality control, sales, marketing, product safety and

certification, intellectual property, labor, immigration, health, worker safety, and the environment.

Without limiting Supplier's obligations hereunder, Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective facilities ("Partner(s)").

4. Fair Labor, Slavery and Human Trafficking

A. Child labor, slavery and human trafficking

Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- involuntary, or forced labor;
- labor to be performed by Children (as defined herein below);
- bonded labor;
- indentured labor; and
- prison labor.

All work must be voluntary, and all workers must be free to terminate their employment at any time. Suppliers shall have a labor compliance plan that adhere to the International Labor Organization's (ILO) indicators of forced labor in the supply chain.

Suppliers will not use child labor. "Child(ren)" means any person under age 15, under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Workers under the age of 18 will not perform overtime work and any work that is likely to jeopardize their health or safety.

Suppliers may use legitimate, properly-managed apprenticeship programs, such as student internships. Unless otherwise addressed by local law, Suppliers are expected to pay student workers, interns, and apprentices at least the same wage rates as other entry-level workers performing equal or similar tasks.

B. Fair Labor Practices

Compliance

Supplier shall implement and maintain a reliable system to verify and record the eligibility of all workers, including:

- age eligibility; and
- legal status of foreign workers.

Identification Papers

Without limiting Supplier's obligations hereunder, Supplier shall not require any worker to surrender control over original:

- identification papers or documents giving a foreign worker the right to work in the country;
- identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- documents, such as a birth certificate, evidencing the worker's age.

Suppliers can only hold documentation for the time needed to obtain or renew work permits and other legal documents.

Financial Obligations

Without limiting Supplier's obligations hereunder, Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt;
- make financial guarantees; or
- incur any other financial obligation.

Freedom of Movement

Without limiting Supplier's obligations hereunder, Supplier shall ensure that workers have the right to freedom of movement without:

- delay or hindrance; or
- the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Worker freedom of movement rights include each worker's right to leave the Supplier's facilities without retaliation:

- at the end of each workday;
- based on reasonable health and safety-related justifications; and
- based on any reasonable circumstances, such as personal or family emergencies.

Freedom to Terminate Employment

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement:

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- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Compensation and Benefits

Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- the minimum wage and benefits established by applicable law;
- collective agreements;
- industry standards; and
- an amount sufficient to cover basic living requirements.

Documentation

Supplier shall:

- provide written employment contracts or agreements that contain a clear description of terms and conditions of employment in the workers' native language or in a language the worker can understand and, if internationally relocating, the written agreement will be provided before they leave their country of origin;
- provide proof of payment to workers in the workers' native language or in a language the worker can understand showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;
- ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- maintain proper documentation of wage payments for its internal records.

Deductions

Supplier shall not make any deductions from wages, other than those provided by the law.

5. Work Hours

Except in emergency or unusual situations, for Suppliers' workers paid hourly, workweeks are expected not to exceed the maximum hours set by local law (including overtime). Workers should be allowed at least one day off every seven days.

6. No Discrimination, Abuse, or Harassment

Suppliers will not permit harassment, abuse, corporal punishment, or inhumane treatment. Suppliers will not subject workers or potential workers to unlawful medical tests or physical exams. Suppliers will not discriminate in screening, hiring, or employment practices based on race, color, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, ethnicity, national origin, caste, disability, genetic information, medical condition, pregnancy, religion,

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political affiliation, union membership, covered veteran status, or body art. Employees' religious practices will be reasonably accommodated. Suppliers will demonstrate a commitment to identify, measure, and improve a culture of diversity and inclusion through all aspects of workplace management.

7. Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment, in accordance with the applicable laws, regulations and the health and safety procedures in this Supplier Code of Conduct. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries.

General and industry-specific procedures and safeguards include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of facilities;
- workers' training covering the hazards typically encountered in their scope of work;
- fire prevention; and
- documentation and recordkeeping.

Supplier shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

Suppliers must ensure their workers are fit for work and where required by role or local regulations, undergo appropriate occupational medical examinations. Any injury, illness, or near miss event involving a Supplier employee and a Everyty employee at a contracted location must be reported to Everyty (**compliance@everyty.com**). For the avoidance of doubt: in any situation, any individual in need of first aid or assistance should dial their local emergency services.

8. Facilities

Supplier shall:

- ensure that all facilities meet all applicable building codes and industry design and construction standards, in accordance with the applicable laws and regulations and the health and safety procedures outlined in this Supplier Code of Conduct;
- obtain and maintain all construction approvals required by law;
- obtain and maintain all zoning and use permits required by law;

If Supplier provides accommodation for its workers, it shall ensure that worker dormitories or housing provided comply with the host country's housing and safety standards. These accommodations should be clean, safe, and equipped with appropriate emergency exits, adequate lighting, heating, and ventilation.

9. Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

10. Environmental Protection

Operation of Supplier's Facilities

Supplier shall operate its facilities in compliance with all environmental laws, including laws and international treaties relating to:

Environmental Permits and Reporting.

Suppliers will obtain and keep current all required environmental permits, approvals, and registrations, and follow their operational and reporting requirements.

Resource Efficiency and Clean Energy.

Throughout their operations, Suppliers will work to reduce consumption of resources, including raw materials, energy, and water. Suppliers will track, document, and seek to minimize energy consumption and greenhouse gas emissions, and seek ways to improve energy efficiency and use cleaner sources of energy.

Where applicable, all Suppliers of batteries to Everyty shall ensure the design and implementation of their due diligence systems aligns with the requirements of Regulation (EU) 2023/1542 on Batteries and Waste Batteries (EU Battery Regulation), to the extent such regulation is enforceable in their jurisdiction or relevant to their operations.

Hazardous and Restricted Substances.

Suppliers will identify and manage chemicals and other materials that pose a hazard to the environment, to ensure their safe handling, use, storage, and disposal. Suppliers will identify, monitor, control, treat, and reduce hazardous air emissions, wastewater, and waste generated from its operations. Suppliers will adhere to our requirements restricting use of specific substances, including labeling for recycling or disposal.

Waste Mitigation:

Wastewater, Solid Waste and Stormwater Management. Suppliers will work to reduce or eliminate waste of all types. Where waste cannot be eliminated, Suppliers will manage and control all waste streams to comply with applicable laws and regulations, and in an environmentally responsible and secure way.

Inputs and Components

Supplier must ensure that the goods that it manufactures or services it provides (including the inputs and components that it incorporates into its goods) comply with all environmental laws, regulations and applicable international treaties. Supplier must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

11. Ethics And Compliance

Suppliers will uphold the highest standards of ethics to promote honesty and integrity in business operations, including:

Business Integrity. Suppliers will avoid even the appearance of conflicts of interest in their work with Every and will immediately disclose any known family or other close personal relationships with Every' employees who have an influence over their engagements with Every. If Suppliers extend any business courtesies to Every employees, they will do so infrequently, and the courtesies must be of no more than moderate value and shall occur in the normal course of business.

Antitrust. Suppliers shall conduct business in full compliance with antitrust and fair competition laws.

Anti-Corruption. Every prohibits corrupt payments of all kinds, including facilitating payments. Suppliers will not offer or accept any form of bribery, corruption, extortion, or embezzlement. Suppliers will not make illegal payments directly or indirectly. No Supplier shall, directly or indirectly, promise, authorize, offer or pay anything of values to any government official (which includes any employee of a government entity or subdivision, including elected officials; any private person acting on behalf of a government entity, even if just temporarily; officers and employees of companies that are owned or controlled by the government; candidates for political office; political party officials; and officers, employees and representatives of public international organizations), or other party to improperly influence any act or decision of such official for the purpose of promoting the business interests of Every in any respect.

Suppliers will also accurately reflect their business dealings in their books and records, and they will implement monitoring and enforcement procedures to ensure compliance with anti-corruption laws. Supplier must maintain the highest ethical standards and comply with the anti-money laundering laws applicable in each of its facilities.

Gifts and entertainment: Suppliers must exercise good judgment when offering business courtesies. Gifts, meals, entertainment, hospitality, or trips that are lavish, lack transparency, or have no legitimate business purpose may be seen as bribes, create a conflict of interest, or improperly influence decision-making.

If giving business courtesies to Every employees is allowed, they should be modest, infrequent, and in the normal course of business. Suppliers must not offer anything to gain an advantage or

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create an obligation, nor request or accept anything that could compromise judgment or Every's best interests.

Gifts to Every employees, including the Procurement department or its representatives, are prohibited unless permitted. Suppliers should confirm Every gift policy limits and ensure they are not exceeded.

Trade. Suppliers shall comply with all laws and regulations applicable to the import or export of goods, software, technology or services subject to any agreement with Every. Suppliers shall not provide controlled technologies, products or technical data to Every, without providing notice of such controls as necessary for Every to maintain compliance with applicable laws.

Suppliers shall ensure they are not owned or controlled (directly or indirectly) by any person or entity designated as restricted under trade laws. This includes parties located in embargoed jurisdictions or affiliated with military or intelligence organizations prohibited by applicable laws.

Suppliers shall maintain a trade compliance program with reasonable due diligence. This includes screening all known subcontractors and third parties against restricted party lists throughout the business relationship. Suppliers must not take any actions that could cause Every to violate trade laws or risk sanctions, penalties, or legal action, including requiring Every to make a self-disclosure or respond to government investigations.

Intellectual Property. Suppliers will respect intellectual property rights and will conduct technology and know-how transfers in a manner protecting intellectual property rights.

12. Management System

Suppliers are advised to adopt or establish a management system to carry out these responsibilities. The management system is expected to ensure that Suppliers': (a) operations comply with Every's requirements and applicable laws and regulations; (b) conform to these responsibilities; and (c) identify and mitigate operational risks related to this Supplier Code of Conduct. It should also facilitate continual improvement.

13. Report Violations

Supplier shall self-report any violations of the Supplier Code of Conduct. Supplier can also submit questions and comments regarding the Supplier Code of Conduct, to Every set out below:

compliance@ynvgroup.com

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Supplier Code of Conduct.

14. Compliance with Laws

Supplier shall comply with all applicable national and local laws and regulations, including laws and regulations relating to all the Standards. Where this Supplier Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standards. Supplier acknowledges that:

- a. These Standards set out audit standards that Every may use to determine whether Supplier is meeting the requirements set out in this Supplier Code of Conduct;
- b. Every may in its discretion conduct inspections of the facilities to confirm Supplier's compliance with this Supplier Code of Conduct. Every has no obligation to conduct inspections.

Suppliers and their sub-tier suppliers may be requested to disclose information regarding their human rights, health and safety, environmental practices, business activities, structure, financial situation, and performance in accordance with applicable regulations and industry standards. Suppliers are required to retain all records as required by local laws and regulation; any retention beyond this period is at the Supplier's discretion.

15. Initial and Periodic Background Checks on Supplier:

At Every, we are committed to maintaining a network of suppliers who align with our values and uphold the highest standards of integrity and compliance. In furtherance of this commitment, we have instituted a Supplier background check (the "Background Check") process to assess and verify the suitability of our Suppliers. The purpose of this section is to outline the procedures and expectations for conducting background checks on our Suppliers to ensure they are safe, ethical, and compliant with all applicable laws and regulations.

Background Check Scope:

- a. Legal Compliance: Every reserves the right to conduct background checks to ensure Suppliers comply with all local, national, and international laws and regulations relevant to their operations, Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) checks to maintain compliance and integrity.
- b. Ethical Standards: Suppliers are expected to adhere to ethical business practices, and the Background Check may include an assessment of their commitment to integrity and ethical conduct.

16. Information Security

Compliance with Information Security Standards

Suppliers must comply with relevant data privacy regulations, such as GDPR, depending on the jurisdiction and nature of the data involved. Additionally, suppliers are encouraged to adhere to recognized information security standards, such as ISO/IEC 27001, to further ensure the protection of data.

Incident Reporting and Response

Suppliers must have procedures in place for detecting, reporting, and responding to Information Security incidents ensuring that Every is immediately informed of any security breaches that could affect their business, allowing for quick mitigation actions.

Remediation

If issues are identified, suppliers will be given an opportunity to address and rectify non-compliance within a specified timeframe. If any identified non-compliance is not remedied within a specified timeframe, Every reserves the right to terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier.

17. Termination

Every reserves the right to terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier, if Supplier or its Partners fail to meet the Standards.