

BDSV Supplier Code of Conduct

A. Aim and purpose of this "BDSV Supplier Code of Conduct"

The Federation of German Security & Defence Industries e.V. (Bundesverband der Deutschen Sicherheits- und Verteidigungsindustrie e.V. - BDSV) is an association of companies with a security or defence industry or related digital value added, which are primarily active as suppliers to state security agencies and armed forces. The present "BDSV Supplier Code of Conduct" (BDSV-SCoC) is based on recognised standards already practised by members of the BDSV. Its purpose is to establish a suitable basis for expectations and requirements on the respective supplier side for dealings between BDSV member companies, but also between BDSV member companies and external suppliers. All services to be provided by the supplier should at least comply with the standards of this BDSV-SCoC. The supplier should also include these standards in its internal regulations or introduce a separate "Code of Conduct". Depending on the size of the company, the scope and complexity of the business activities and the share of international business relations, programmes, training, risk analyses, monitoring, tests and controls should be carried out in accordance with the respective standards.

"Compliance Management System" (CMS) to secure these standards internally and thus ensure their effectiveness. These standards should not only apply on paper, but should be applied practically and on a daily basis. BDSV member companies agree to support each other in the implementation of these standards to the extent permitted by law (especially anti-trust law).

B. General principles / mission

Adherence to the highest ethical standards benefits all companies and society as a whole. The member companies of the BDSV fully recognise and support this principle. All companies must behave ethically towards their customers, suppliers, competitors, employees and other stakeholders. We recognise and respect global differences in cultures, legal traditions and local legal requirements. BDSV members require themselves and their suppliers to comply with these standards regardless of where they conduct their business. In this respect, these are minimum standards.

The member companies of the BDSV are aware that they are at least partly in competition with each other in purchasing and/or sales. This BDSV-SCoC is not intended to restrict such competition. In particular, the members of the BDSV remain free in the selection of their suppliers and the conditions as agreed with them.

C. Code of Conduct for Suppliers

I. Compliance with the law

Suppliers must comply with all laws and regulations applicable to them and their business, including foreign laws and regulations applicable in the particular case.

II. Exclusion of corruption and competition violations

The BDSV and its members pursue a zero-tolerance policy in cases of corruption and expect the same from their suppliers.

Corruption is the abuse of public or privately entrusted positions of power or influence for private gain and can lead to a number of criminal offences such as bribery and corruption, embezzlement, but also embezzlement, extortion or fraud.

1. Anti-corruption laws

Anti-corruption encompasses all activities to address corruption both preventively and reactively and to prevent it wherever it may occur by all reasonable means.

Suppliers must comply with all anti-corruption laws, policies and regulations applicable to their area of operation, including extraterritorial and supranational laws, policies and regulations, regardless of any local practices that may differ. The prevention and, if necessary, detection of bribery and corruption is part of the suppliers' due diligence obligations.

2. Compliance Policy

Suppliers must have a compliance policy appropriate to the nature and size of the business, covering their own employees, but also subcontractors, partnerships, joint ventures, sales intermediaries of all kinds and compensation transactions. In particular, suppliers must have internal policies and processes in place that govern due diligence in the selection, appointment, management and payment of sales intermediaries, which require sales intermediaries to commit to all compliance standards

imposed by the supplier. Regular training courses should also be held on this. In the event of so-called "red flags", appropriate consequences must be drawn immediately in order to enforce the respective compliance policy. "Red flags" refers to all situations in which it is sufficiently probable that a significant violation of the Compliance Policy has occurred. Such a violation is regularly assumed if the selection, appointment, management and payment of sales intermediaries was carried out improperly, in particular by making illegal payments (under C. II. 3.) or despite the existence of a conflict of interest (under C. II. 7.).

3. Illegal payments

Suppliers are prohibited from offering illegal payments or other benefits to, or accepting or demanding illegal payments or other benefits from, customers, subcontractors or sales intermediaries. Suppliers shall implement effective measures to prevent their employees from demanding, accepting, providing or promising material or immaterial benefits, such as cash, vouchers, loans or customer contacts, in order to specifically influence decisions or obtain other advantages. This applies in particular as far as public officials, candidates for public office and political parties are concerned, and applies regardless of whether local laws expressly criminalise such conduct.

This also applies to acceleration payments such as kickbacks or "facility payments" to public officials aimed at expediting official action to which a legal right exists or ensuring preferential processing within official procedures. Exceptions may apply in the case of fees for expediting procedures that are set out in

official catalogues. Their use may be permitted to employees if and to the extent that a proper invoice or receipt is issued by the government in accordance with accounting standards. The use of such procedures should always be in consultation with the respective supervisor.

4. Criminally relevant conduct

Any conduct relevant under criminal law, such as fraudulent conduct, deception, false claims with the aim of obtaining an advantage for oneself or third parties, are prohibited, as are fraud, theft and embezzlement.

5. Competition and antitrust law

Competition may not be unlawfully impaired in any way. Suppliers may neither openly nor tacitly enter into anti-competitive agreements or decisions that have the purpose or effect of restricting competition. This includes, for example, price agreements, market and customer allocations or other sales restrictions. In addition, the suppliers undertake not to abuse any dominant position they may have (for example, by discriminating conditions vis-à-vis customers, inadmissible discount models or abusive pricing).

Finally, the exchange of competitively sensitive information between suppliers is generally prohibited. In particular, neither current nor future price information may be shared with competitors. In addition, the exchange of other supply conditions, cost structures, future product strategies and research and development projects is prohibited. The above list is not

exhaustive.

The supplier shall - as far as this is reasonable in view of the size of the company - ensure that all relevant employees are sufficiently aware of competition and antitrust law by means of suitable training courses to be held at least once a year.

6. Gifts / Promotional Gifts

In any business relationship, suppliers must ensure that the offering or receiving of gifts or business courtesies (such as invitations) is permitted under applicable laws and regulations and that such exchanges do not violate the rules and standards of the recipient's organisation and are consistent with market practice and custom. Gifts and business courtesies in favour of public officials are not permitted.

Cash gifts or cash equivalents shall not be offered or accepted. Employees and contributors shall refuse any gifts that may appear to improperly influence business decisions of the supplier.

7. Conflicts of interest

Suppliers must avoid all conflicts of interest. This includes avoiding, to the best of their knowledge, any situation that gives the appearance of a potential conflict of interest. A conflict of interest is a situation in which an employee's personal interests influence his or her professional decisions and activities. Such a conflict is regularly present insofar as the employee performs another activity that is incompatible with his or her activity with the supplier, as well as in cases where an improper selection of

subcontractors is made by the employee.

Should a conflict of interest nevertheless occur or should the Suppliers specifically suspect such a conflict, the Suppliers shall immediately notify all companies and persons potentially affected by the conflict of interest.

III. Export control and trade restrictions

Suppliers shall take appropriate measures to ensure compliance at all times with all import and export laws, regulations and directives, in particular sanctions and embargoes, applicable to them and their business, including their products. This is achieved - without prejudice to mandatory legal requirements - by means of an appropriate internal compliance system, which includes written programmes, controls and regular, at least annual training of all employees involved in export or import. Only recurring tests and updated risk analyses keep this control system effective.

In particular, trading with or providing services to sanctioned persons, companies or associations affects national and global security interests. The BDSV and its members therefore see preventing this as a particularly important task. We expect the same dedication to this goal from suppliers, especially since sanction violations can result in severe penalties or even exclusion from markets. As a minimum standard, suppliers must therefore have internal filters in place that can - either automatically or, if effective, individually - check all their business partners for sanctions list entries. It goes without saying that these systems must also be monitored, renewed and,

if necessary, expanded.

1. Counterfeit parts

Suppliers shall install appropriate methods and processes to eliminate the risk of delivery of counterfeit parts and materials. If such parts and/or materials are nevertheless discovered or suspected, the supplier shall notify the recipient immediately.

2. Product Compliance and Quality

Suppliers shall comply with all product safety and quality regulations (incl. environmental impact assessments) and all other product- related legal requirements. Their products and/or services must also comply with the respective contractual product safety and quality standards resulting from the client's quality management requirements.

Suppliers must have appropriate quality assurance processes, product compliance and recall management systems must be implemented at the supplier's premises in order to identify product defects and to be able to immediately initiate and implement any necessary remedial measures as well as corrective actions to eliminate and minimise risks.

IV. Responsible procurement in accordance with the Supply Chain Due Diligence Law

1. Duties in general

Suppliers must comply with all relevant obligations under the Supply Chain Due Diligence Law (LkSG) when providing their supplies and services. Above all, suppliers must observe the

human rights and environment-related protected goods (see C. X. and C. XI.).

2. Scope of supply chain management

The supply chain within the meaning of the LkSG refers to all products and services of a company. It includes all steps at home and abroad that are necessary to manufacture the products and provide the services, starting with the extraction of the raw materials up to the delivery to the end customer and covers

- the actions of a company in its own business area,
- the actions of a direct supplier and
- the actions of an indirect supplier.

For the purposes of this Act, a separate business area shall include any activity of the company to achieve the company's objective. This includes every activity for the production and exploitation of products and for the provision of services, regardless of whether it is carried out at a location in Germany or abroad. In affiliated companies, a group company is included in the parent company's own business if the parent company exercises a determining influence on the group company.

For the purposes of the Act, a direct supplier is a party to a contract for the supply of goods or the provision of services whose supplies are necessary for the manufacture of the company's product or for the provision and use of the relevant service.

An indirect supplier within the meaning of the Act is any enterprise which is not a direct supplier and whose supplies are necessary for the manufacture of the enterprise's product or for the provision and use of the relevant service.

V. Business records

Suppliers must have a system that permanently secures business records against loss and unauthorised access. These records must fully, accurately and truthfully reflect the transaction or event being documented. Permanent storage must comply with applicable legal requirements. Subsequent changes to such records shall be precluded and, where exceptionally permitted, shall in any event be sufficiently clear and to make them concretely recognisable.

VI. Protection of sensitive information

1. Sensitive information / data protection

Suppliers shall ensure that all personal sensitive, confidential and secret information is adequately protected. In particular, suppliers shall implement appropriate security procedures to protect such information and data from unauthorised or accidental access, destruction, loss, alteration and/or disclosure. This includes requiring their employees to handle the information in a confidential and lawful manner and training them on this at the beginning of their respective jobs and annually thereafter.

When processing the information, all applicable national and supranational regulations, in particular on data protection, shall be strictly observed. Suppliers may not use information for

purposes other than the business purpose for which it was collected, unless this is exceptionally permitted or required by law. Identified or suspected data protection violations or security breaches must be reported to supervisory authorities and/or affected persons without delay, insofar as this is required by law and/or contract.

2. Intellectual property

Suppliers must comply with all applicable intellectual property and trade secret laws and take appropriate measures to prevent infringement of intellectual property rights of third parties. Appropriate training must be completed by all employees at the beginning of their respective activities and must be repeated annually thereafter.

3. Insider trading

Suppliers and their employees may not use information received or otherwise made available to them in the course of their business relationship if this would violate the prohibition of insider trading of Art. 14 of the EU Market Abuse Regulation.

According to this provision, transactions concerning the purchase or sale of financial instruments are prohibited in particular **insofar as insider information is** used in the process which relates to the financial instruments to be purchased or sold (Art. 8 of the EU Market Abuse Regulation). The prohibition also applies if the transactions in question take the form of cancelling or amending an order in respect of a financial instrument to

which the information relates. Also prohibited is the unauthorised disclosure or dissemination of inside information (Art. 10 of the EU Market Abuse Regulation).

Inside information as defined above is information of a **precise nature which has not been** made public, relating, directly or indirectly, to one or more issuers or to one or more financial instruments and which, if it were made public, would be likely **to have a significant effect on** the price of those financial instruments or on the price of related derivative financial instruments.

Information is likely to have a significant effect on the price of the financial instruments concerned (or the price of related derivative financial instruments) if a reasonable investor would take the information into account in making an investment decision.

Typical inside information includes, for example, (i) inventions, discoveries, patents, licences, (ii) acquisition and takeover bids, (iii) the surprise change of auditors, (iv) the appointment or departure of key personnel such as board members and (v) legal and administrative proceedings against the issuer of a financial instrument.

On the other hand, rumours, opinions and value judgements without any factual basis are not insider information. General market information, such as economic data, commodity prices, customs duties, proposed legislation and interest rate decisions by centralbanks, is also not insider information.

Training on the prohibition of insider trading must be completed by all employees at the beginning of their respective

employment and must be repeated annually thereafter.

VII. Taxes

Suppliers must ensure that they comply with all applicable tax laws and regulations in the countries in which they operate. They must also act in an open and transparent manner towards the tax authorities. In order to effectively prevent tax evasion, suppliers must take all appropriate measures, in particular to establish effective controls (for example, approval processes, such as the four-eyes principle) and to immediately initiate internal investigations in the event of concrete suspicions of misconduct.

VIII. Timely payment by suppliers

Suppliers shall practice contractual payment behaviour in accordance with the respective contractual payment terms agreed with their suppliers.

IX. Risk management

We expect suppliers to actively manage risks and not inappropriately pass on risks to subcontractors or third parties. Risk management refers to the systematic identification and assessment of risks to a company's business operations. It helps companies to identify operational, legal and procedural risks and to reduce them through preventive measures.

X. Human rights

1. Human rights compliance in general

Suppliers shall conduct their business in a manner that respects human rights, treats working people with dignity and promotes fair employment practices. Risks and actual negative impacts on human rights are expected to be identified at all times and then appropriate steps taken to prevent, remedy or minimise the negative impacts.

2. Human Rights Protections and Prohibitions under the LkSG

Suppliers must furthermore - also along their supply chain - observe the human rights protections and prohibitions referred to in § 2 LkSG. These include, in particular, the conventions listed by reference in Section 2 of the LkSG and its Annexes Nos. 1 to 11 and the protected goods mentioned therein. Accordingly, a human rights risk within the meaning of the of the LkSG, i.e. a condition in which, on the basis of actual circumstances, there is a sufficient probability of a violation of one of the following prohibitions one of the following prohibitions:

- a) The prohibition of the employment of a child below the age at which compulsory education ends according to the law of the place of employment, whereby the age of employment may not be less than 15 years; this shall not apply if the law of the place of employment deviates therefrom in accordance with Article 2, paragraph 4, and Articles 4 to 8 of Convention No. 138 of the International

Labour Organisation of 26 June 1973 concerning the minimum age for admission to employment (Federal Law Gazette 1976 II pp. 201, 202).

b) The prohibition of the worst forms of child labour for children under 18 years of age; this includes, in accordance with Article 3 of the International Labour Organisation Convention No. 182 of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (Federal Law Gazette 2001 II pp. 1290, 1291):

- All forms of slavery or all practices similar to slavery, such as the sale of children and the Child trafficking, debt bondage and servitude, and forced or compulsory labour, including the forced or compulsory recruitment of children for use in armed conflict;
- the bringing in, procuring or offering of a child for prostitution, the production of pornography or pornographic performances;
- the bringing in, procuring or offering of a child to engage in illicit activities, in particular the obtaining of and trafficking in drugs;
- Work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the health, safety or morals of children.

c) The prohibition of the employment of persons in forced labour; this includes any work or service which is required

of a person under the threat of punishment and for which he or she has not made himself or herself available voluntarily, for example as a result of debt bondage or trafficking in human beings; excluded from forced labour are work or services which are in conformity with Article 2 paragraph 2 of Convention No. 29 of the International Labour Organisation of 28 June 1930 concerning forced or compulsory labour (Federal Law Gazette 1956 II pp. 640, 641) or Article 8, paragraph 3, numbers 2 and 3 of the International Covenant of 19 December 1966 on Civil and Political Rights (Federal Law Gazette 1973 II pp. 1533, 1534).

- d) The prohibition of all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as extreme economic or sexual exploitation and humiliation.
- e) The prohibition of disregarding the occupational health and safety obligations applicable under the law of the place of employment if this creates the risk of accidents at work or work-related health hazards, in particular by:
 - obviously insufficient safety standards in the provision and maintenance of the workplace, workstation and work equipment;
 - the absence of appropriate protective measures to avoid exposure to chemical, physical or biological agents;
 - the absence of measures to prevent excessive

- physical and mental fatigue, in particular through inappropriate work organisation in terms of working hours and rest breaks; or
- the inadequate training and instruction of workers.
- f) The prohibition of disregarding freedom of association, according to which
- workers are free to form or join trade unions;
 - the formation, joining and membership of a trade union may not be used as a reason for unjustified discrimination or retaliation;
 - trade unions may operate freely and in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining.
- g) The prohibition of unequal treatment in employment, for example on the grounds of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless this is justified by the requirements of the employment; unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value.
- h) The prohibition of withholding a reasonable wage; the reasonable wage shall be at least the minimum wage established under the applicable law and shall otherwise be determined by the regulations of the place of employment.
- i) The prohibition of causing harmful soil change, water

pollution, air pollution, harmful noise emission or
excessivewater consumption, which

- significantly impairs the natural basis for the preservationand production of food;
- denies a person access to safe drinking water;
- impedes or destroys a person's access to sanitaryfacilities; or
- harms the health of a person.

j) The prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters in the acquisition, development or other use of land, forests and waters, the use of which secures the livelihood of a person.

k) Prohibiting the hiring or use of private or public security guards to protect the Company's project if due to lack of instruction or control by the Company in the use of the security guards.

- the prohibition of torture and cruel, inhuman or degrading treatment is disregarded;
- life or limb is injured; or
- the freedom of association and the freedom to organise are affected.

l) The prohibition of an act or omission in breach of duty which goes beyond the prohibitions listed above and which is directly capable of impairing a protected legal position in a particularly serious manner and whose unlawfulness is obvious upon a reasonable assessment of all the

circumstances is obvious.

3. Additional human rights standards

In addition, suppliers must comply with the following standards, both in their own business areas and along their supply chains:

- Suppliers shall provide all employees with a written document specifying their rights and obligations with respect to wages, working hours, benefits and other terms and conditions of employment. The confiscation of identity cards, passports, work permits, etc. shall be omitted unless required by applicable law. Suppliers must respect the right of workers to terminate their employment after a reasonable period of notice (statutory, collective bargaining or labour law notice period) and to receive all wages owed. Suppliers must respect the right of workers to leave the workplace after their shift.
- In addition to the prohibition on unequal treatment in employment established above, suppliers shall promote a diverse and inclusive work environment where employees are treated with respect, fairness, free from discrimination. Suppliers shall ensure that employment, including hiring, pay, benefits, promotion, termination and retirement, is based on skills and not on personal characteristics.
- Suppliers must provide their employees with a working environment that is free from physical, psychological, sexual and verbal harassment, intimidation or other abusive behaviour.
- In addition to the prohibition of withholding a fair wage

mentioned above under X. 2. h), suppliers must pay their employees at least the minimum remuneration required by local law and provide all benefits required by law. In addition to payment for regular working hours, workers must be compensated for overtime at the premium rate required by law or, in countries where such laws do not exist, at least at their regular hourly rate of pay. Suppliers must not allow deductions from wages as a disciplinary measure or any other deductions not provided for in national law.

- In addition to the prohibition of disregarding the occupational health and safety obligations applicable under the law of the place of employment mentioned above under X. 2. e), suppliers shall grant their employees regulated working hours, daily and weekly rest periods as well as annual leave. The relevant laws or collective agreements shall apply. Suppliers must also ensure an appropriate occupational safety management system that eliminates health and safety risks to employees as far as possible in the context of the work to be performed and the routes to and from work. Suppliers shall take reasonable steps to ensure a hygienic working environment.
- In addition to the prohibition of disrespect for freedom of association set out in X. 2. f) above, suppliers shall respect the right of workers to associate freely and to communicate openly with management about working conditions without fear of harassment, intimidation, punishment, interference or reprisals. Workers' rights to

exercise freedom of association under the law shall be recognised and respected, including joining or not joining an association of their choice within the relevant national legal framework.

- Suppliers should have a grievance mechanism for employees to raise a workplace issue or appeal a disciplinary decision.

XI. Environment

1. General

Suppliers shall conduct their business in a manner that actively manages environmental risks in all their operations, products and supply chains. This requires the establishment of an appropriate environmental management system, including policies and procedures aimed at effectively managing the supplier's environmental performance towards carbon neutrality, including the integration of environmental aspects into product design and service. Suppliers are expected to improve their energy, water and resource efficiency, minimise hazardous waste, ship goods in appropriate repackaging, promote reusable/recycled packaging materials and manage their air emissions responsibly.

2. Environment-related protected goods and prohibitions according to the LkSG

Suppliers must also observe - also along their supply chain - the environment-related protected goods and prohibitions referred to in § 2 LkSG; this also includes the conventions listed by

reference in § 2 LkSG and its Annex Nos. 1 to 11 and the protected goods mentioned therein. Accordingly, an environmentally related risk within the meaning of the of the LkSG, i.e. a condition in which, on the basis of actual circumstances, there is a sufficient probability of a violation of one of the following prohibitions: The prohibition of the manufacture of products containing mercury pursuant to Article 4(1) and Annex A Part I of the Minamata Convention on Mercury of 10 October 2013 (Federal Law Gazette 2017 II pp. 610, 611) (Minamata Convention).

- a) The prohibition of the use of mercury and mercury compounds in manufacturing processes as defined in Article 5(2) and Annex B, Part I of the Minamata Convention from the phase-out date specified for the respective products and processes in the Convention.
- b) The prohibition of the treatment of mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.
- c) The ban on the production and use of chemicals pursuant to Article 3(1)(a) and Annex A of the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants (Federal Law Gazette 2002 II p. 803, 804) (POPs Convention), as last amended by the Decision of 6 May 2005 (Federal Law Gazette 2009 II p. 1060, 1061), as amended by Regulation (EU)
- d) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (OJ L

169, 26.5.2019 p. 45-77), as last amended by Commission Delegated Regulation (EU) 2021/277 of 16 December 2020 (OJL 62, 23.2.2021 p. 1-3).

- e) The prohibition of non-environmentally sound handling, collection, storage and disposal of waste in accordance with the regulations in force in the applicable jurisdiction under the terms of Article 6(1)(d)(i) and (ii) of the POPs Convention.
- f) The prohibition of exports of hazardous waste as defined in Article 1(1) and other waste as defined in Article 1(2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (BGBl. 1994 II pp. 2703, 2704) (Basel Convention), as last amended by the Third Ordinance of 6 May 2014 amending Annexes to the Basel Convention of 22 March 1989 (Federal Law Gazette II pp. 306, 307), and within the meaning of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste (OJ L 190, 12.7.2006 p. 1-98) (Regulation (EC) No 1013/2006), as last amended by Commission Delegated Regulation (EU) 2020/2174 of 19 October 2020 (OJ L 433, 22.12.2020 p. 11-19);
 - to a Party that has prohibited the import of such hazardous and other wastes (Article 4(1)(b) of the Basel Convention);
 - to an importing State within the meaning of Article 2(11) of the Basel Convention which has not

given its written consent to the particular import, if that importing State has not prohibited the import of that hazardous waste (Article 4(1)(c) of the Basel Convention);

- into a non-Party to the Basel Convention (Article 4(5) of the Basel Convention);
- to an importing State if such hazardous waste or other waste is not managed in an environmentally sound manner in that State or elsewhere (Article 4(8), first sentence, of the Basel Convention).

g) The prohibition of exports of hazardous waste from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006).

h) The prohibition of the import of hazardous waste and other waste from a non-Party to the Basel Convention (Article 4(5) of the Basel Convention).

XII. Conflict minerals

Suppliers shall ensure compliance with the Conflict Minerals Regulation (Regulation (EU) 2017/821) in accordance with Annex II of the OECD Guidelines with regard to the supply of tin, tantalum, tungsten and gold. Compliance with the above-mentioned human rights and environmental standards also applies in the conflict minerals supply chain, in particular with a view to avoiding that

- contributed to the financing of conflicts;

- accepting, profiting from, participating in or assisting in the extraction, transportation and trade of minerals to commit serious human rights violations (such as the widespread occurrence of sexual violence), war crimes or other serious violations of international humanitarian law, crimes against humanity or genocide;
- the direct or indirect support of non-state armed groups is assumed (including the procurement of minerals from, the making of payments to, and the provision of logistical support or equipment to non-state armed groups);
- goods were obtained directly or indirectly from non-state armed groups;
- money laundering occurs in connection with minerals; and
- bribes are offered in connection with the supply of minerals, the origin of conflict minerals is concealed, or inaccurate representations of taxes, duties or royalties paid are made and, if necessary, such levies are handed over to governments.

In particular, suppliers shall ensure the traceability of the supply of the conflict minerals tin, tantalum, tungsten and gold by informing their respective contractual partner about all market participants within the supply chain. In addition, they shall pass on to their respective contracting party all other essential information on the relevant circumstances in the supply chain, such as the country from which the minerals originate, the quantity imported and the time of extraction, the names and addresses of their subcontractors and, in the case of minerals,

originating from conflict and high-risk areas, the mine from which the minerals originate, the place where the minerals are aggregated, traded and processed, and the taxes, duties and fees paid.

Suppliers of metals, on the other hand, must provide the name and address of the smelters and refiners in the supply chain, as well as third party audit reports, test report records or proof of compliance, if applicable.

XIII. Whistleblower function

Suppliers shall open a hotline for employees and third parties to raise legal or ethical concerns without fear of retaliation, including the option to report anonymously.

It must be ensured that the whistleblower is informed of the processing and the result within three months of the whistleblowing, provided that this is made possible by the whistleblower in the case of an anonymous whistleblowing.

All prejudicial measures or disciplinary measures against the person providing the tip-off in connection with the processing of such tip shall be refrained from.

XIV. Active Code of Conduct Management by Supplier Companies

Companies joining this BDSV-SCoC commit to comprehensive policies and integrity programmes and to promoting effective practices within their business units to implement the following principles:

- Promote understanding of and compliance with the company's integrity policies in line with the industry Code of Conduct through appropriate communication and training.

- Encourage employees, management and officers to report any specific concerns they may have about compliance with the Company's Integrity Policy in accordance with the Principles without fear of personal consequence.
- Apply appropriate and proportionate sanctions for proven cases of non-compliance.

The will to constantly improve processes.