

Siteco Group Code of Conduct for Business Partners

(May 2024)

This Code of Conduct defines the principles and requirements of the Siteco Group ("SITECO") for all its customers, suppliers of goods and services, intermediaries, subcontractors and their group companies ("BUSINESS PARTNERS") with regard to their responsibility towards society, the environment and the people involved in the production of goods and/or the provision of services.

I. General commitment

The BUSINESS PARTNER must comply with the laws in all countries in which it operates, procures and/or sells goods and services. If the local legal requirements are lower than the standards of this Code of Conduct, the BUSINESS PARTNER is obliged to comply with the requirements of this Code of Conduct.

The BUSINESS PARTNER shall implement due diligence processes based on the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises and related guidelines to identify, prevent and mitigate risks of adverse impacts on human rights and the environment in its supply chains, including appropriate grievance mechanisms and reporting.

The BUSINESS PARTNER undertakes not only to comply with the principles of this Code of Conduct itself, but also to pass them on to its direct contractual partners in a binding manner and to monitor compliance with them. The BUSINESS PARTNER shall furthermore oblige its contractual partners to pass on compliance with the principles of this Code of Conduct to their respective contractual partners along the supply chain.

II. Human rights and labour practices

The BUSINESS PARTNER undertakes to respect all internationally recognised human rights by avoiding the causation of and complicity in human rights violations, taking particular care to ensure that the human rights of particularly vulnerable persons or groups of persons, such as women, children, migrant workers, etc., are respected.

No forced labour

The BUSINESS PARTNER undertakes not to engage in or support slavery, servitude, forced or compulsory labour or human trafficking. SITECO rejects any form of forced labour. No employee of the BUSINESS PARTNER may be forced to work, either directly or indirectly, through violence and/or intimidation. Employees may only be employed if they have volunteered for employment.

No child labour

The BUSINESS PARTNER undertakes not to employ any employees under the age specified in the ILO conventions. The minimum age for authorisation for employment may not be less than the age at which compulsory schooling ends and in no case less than 15 years. The BUSINESS PARTNER also undertakes in particular to comply with the Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (Convention 182 of the International Labour Organisation). If a national regulation provides for stricter standards with regard to child labour, the BUSINESS PARTNER must give priority to this regulation.

Anti-discrimination

The BUSINESS PARTNER undertakes to promote equal opportunities and equal treatment of employees, regardless of skin colour, race, nationality, ethnic origin, political affiliation, social

background, disability, gender, sexual identity and orientation, marital status, religious beliefs, age, etc.

The BUSINESS PARTNER undertakes not to tolerate unacceptable treatment of any person, whether at the time of hire or during the employment relationship, such as mental cruelty, sexual harassment or discrimination, including gestures, language and physical contact that is sexual, coercive, threatening, abusive, exploitative, etc.

Working hours and fair wages

The BUSINESS PARTNER undertakes to recognise the legal rights of employees to form or join existing trade unions and to bargain collectively and may neither discriminate against nor favour members of employee organisations or trade unions.

The BUSINESS PARTNER undertakes to comply with all applicable maximum working time regulations.

The BUSINESS PARTNER undertakes to pay fair wages for labour and to comply with all applicable wage and compensation laws. The BUSINESS PARTNER therefore ensures appropriate remuneration and guarantees to pay its employees the minimum wage stipulated by national law or a relevant collective labour agreement.

The BUSINESS PARTNER undertakes to comply with all statutory provisions applicable to it in the event of cross-border personnel deployment, in particular with regard to the minimum wage.

Employee health and safety

The BUSINESS PARTNER undertakes to act in accordance with the applicable statutory and international standards on occupational health and safety and to ensure safe working conditions.

The BUSINESS PARTNER undertakes to provide training to ensure that employees are adequately informed on health and safety issues.

The BUSINESS PARTNER further undertakes to establish an appropriate occupational health and safety management system.

Grievance mechanism

The BUSINESS PARTNER undertakes to provide its employees with access to a protected grievance mechanism to report possible violations of the principles of this Code of Conduct.

III. Protection of the environment

The BUSINESS PARTNER undertakes to take measures during the product life cycle that contribute to the protection of the environment: e.g. in design, development, production, transport, operation and disposal or recycling.

SITECO expects the BUSINESS PARTNER to endeavour to save valuable resources, consume less energy and generate less waste and emissions through sustainable use. For this reason, the products and services should also be extremely environmentally friendly in the future.

The BUSINESS PARTNER undertakes to set up an appropriate environmental management system.

SITECO is focused on supplying the market with products that improve environmental sustainability. Consequently, the BUSINESS PARTNER is committed to a voluntary policy of research in order to develop ecological products. The BUSINESS PARTNER must consider the environmental impact of its products not only in the design phase, but also in its production and procurement processes.

The BUSINESS PARTNER undertakes to focus on reducing the use of raw materials and resources and to avoid waste wherever possible in all its activities.

IV. Fair business practices

Combating corruption and bribery

The BUSINESS PARTNER undertakes not to tolerate any form of corruption or bribery and not to participate in it either directly or indirectly. It undertakes not to grant, offer or promise anything of value to a government official or a counterparty in the private sector in order to influence an official act or to obtain an unauthorised advantage. This includes refraining from giving or accepting improper bribes.

Fair competition and intellectual property rights

The BUSINESS PARTNER undertakes to always act in accordance with the nationally and internationally applicable competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.

The BUSINESS PARTNER undertakes not to mislead third parties about facts or to cause or maintain a misconception about facts in order to gain an unfair or unlawful advantage.

The BUSINESS PARTNER undertakes not to use its market power in an abusive manner towards third parties in order to exert economic pressure with the aim of gaining or maintaining an unlawful advantage.

The BUSINESS PARTNER undertakes to respect the intellectual property rights of others.

Conflicts of interest

The BUSINESS PARTNER undertakes to avoid and/or disclose internally and to SITECO all conflicts of interest that could influence the business relationship and to make every reasonable effort to avoid even the appearance of such a conflict of interest.

Combating money laundering and terrorist financing

The BUSINESS PARTNER undertakes not to directly or indirectly favour money laundering or terrorist financing and to take all necessary and legally required measures to prevent money laundering within its sphere of influence.

Data protection

The BUSINESS PARTNER undertakes to process personal data confidentially and responsibly in accordance with applicable laws, to respect the privacy of all and to ensure that personal data is effectively protected and used only for lawful purposes.

Export and sanctions

The BUSINESS PARTNER undertakes to comply at all times with all applicable export control, customs and sanctions regulations.

Confidentiality

The BUSINESS PARTNER undertakes to treat confidential or proprietary information as confidential during and after termination of the business relationship.

Product integrity

The BUSINESS PARTNER undertakes to develop, manufacture and deliver products that meet the respective requirements for state-of-the-art product integrity, including but not limited to

- Product safety
The products of the BUSINESS PARTNER must not entail any unreasonable risks to the health and safety of people and the environment. This applies both to the intended use and foreseeable misuse of the products and to the use of prohibited materials.
- Product conformity
The products must comply with the applicable legal and technical regulations in the country of manufacture, assembly and use. This expressly includes the active prohibition of the use of counterfeit parts (plagiarism) or materials from unauthorised sources along the supply chain.
- Product cyber security
The products must be adequately protected against unauthorised tampering that could potentially compromise product safety or conformity.

The BUSINESS PARTNER undertakes to notify SITECO immediately in writing of any possible breach of product integrity.

No green washing

The BUSINESS PARTNER undertakes not to give its products or other business activities a "green" or "sustainable" image through communication and marketing measures without actually systematically implementing corresponding, sustainability-orientated activities in its operational business. This includes, among other things, presenting products or services as "sustainable" without specifying clear criteria for this or actually proving their contribution to sustainability or even making it measurable. It also includes the attempt to present oneself as "climate neutral", although climate-damaging emissions from one's own business operations and/or products are only "offset" but not prevented from the outset.

Financial and sustainable responsibility, as well as accurate records

The BUSINESS PARTNER is aware of its financial and sustainable responsibilities and undertakes to prepare and maintain its business records and reports in accordance with applicable law and generally recognised principles.

The BUSINESS PARTNER undertakes to maintain adequate controls to ensure that records and reports are correctly prepared, retained and maintained. In particular, it shall ensure that no record or report is created or altered to conceal or misrepresent the underlying transaction.

V. Conflict minerals

The BUSINESS PARTNER undertakes to continuously monitor and document the origin, delivery and procurement of conflict minerals (i.e. tin, tantalum, tungsten or gold) contained in any product delivered to SITECO. If a delivered product contains conflict minerals from conflict and high-risk areas, the BUSINESS PARTNER must inform SITECO of this in writing immediately and without undue delay before delivery of the affected product. The type and origin of the processed conflict minerals and the affected product batch(es) must be disclosed in full. In this case, SITECO reserves the right to reject the products being delivered. The BUSINESS PARTNER undertakes to support SITECO to the best of its ability in clarifying the origin and remedying such a grievance along the supply chain.

VI. Business continuity

The BUSINESS PARTNER undertakes to continuously carry out comprehensive activities to identify and assess risks relating to business continuity and the supply chain.

The BUSINESS PARTNER undertakes to define and implement risk mitigation measures and to set up backup and continuity plans for identified risks. The measures and plans must be implemented and

tested regularly to minimise the impact of interruptions and disruptions to the operations that support SITECO's business.

VII. Audit

Upon request, the BUSINESS PARTNER shall provide SITECO with all necessary and/or requested documents proving compliance with this Code of Conduct. The BUSINESS PARTNER is free to introduce more extensive behavioural guidelines with higher requirements for ethical conduct. The BUSINESS PARTNER undertakes to communicate the contents of this Code of Conduct to its employees and to publicise the resulting obligations.

The BUSINESS PARTNER undertakes to inform SITECO immediately as soon as a violation of one of the principles of this Code of Conduct becomes known or is expected of it. In this case, the BUSINESS PARTNER shall provide SITECO with an acceptable plan to remedy this violation, which must be approved by SITECO.

In addition, the BUSINESS PARTNER grants SITECO the right, to the extent permitted by applicable law, to conduct individual unannounced due diligence audits to a reasonable extent and as necessary to verify the BUSINESS PARTNER's compliance with this Code of Conduct.

VIII. Termination

SITECO considers the provisions of this Code of Conduct, which SITECO may amend from time to time, to be essential to the business relationship between SITECO and the BUSINESS PARTNER.

If SITECO discovers or suspects violations of this Code of Conduct and notifies the BUSINESS PARTNER, SITECO expects the BUSINESS PARTNER to fully investigate and correct the violations as soon as possible and within an agreed timeframe. In the event of serious violations or if the BUSINESS PARTNER shows no willingness to remedy such violations, SITECO reserves the right to take appropriate legal action, including legal action to promote, pursue and enforce corrective action. In the event of non-cooperation by the BUSINESS PARTNER, SITECO reserves the right to terminate the business relationship altogether.

The BUSINESS PARTNER supports SITECO in the implementation of both statutory and other due diligence processes by actively participating in relevant initiatives, e.g. self-assessment questionnaires.

IX. Grievance mechanism

SITECO has introduced a whistleblower system through which the BUSINESS PARTNER can report violations of this Code of Conduct, unethical behaviour by SITECO or a third party in SITECO's supply chain.

The following reporting channels are available for this purpose:

E-Mail:	Compliance@siteco.de
Phone:	+49 8669 33 - 888 *
Post:	Siteco GmbH Dept.: Legal & Sustainability Attn. Compliance & Sustainability Officer Georg-Simon-Ohm-Strasse 50 83301 Traunreut Germany

* When using the telephone reporting channel, an automatic answering machine records the message and forwards it to the reporting centre.