

Code of Conduct for Suppliers and Business Partners

1. Introduction

1.1. Purpose

For Komax and its globally active group companies (hereinafter “Komax Group”), mutual responsibilities about acting honourably and treating each other with respect as well as social responsibility are core business principles. In addition, Komax is committed to high standards of integrity and sustainability.

This Code of Conduct shall ensure that Komax Suppliers and Business Partners act according to internal guidelines (Komax Code of Conduct), contractual obligations to Komax and external guidelines (internationally recognized norms on human rights, working conditions, the environment and integrity) as well as all applicable laws and regulations.

This Code of Conduct for Suppliers and Business Partners (hereinafter “Code of Conduct”) describes the minimum requirements that must be complied with when working with the Komax Group and its globally active companies. This Code of Conduct is based on the Code of Conduct of the Komax Group and its companies worldwide and the associated compliance guidelines and policies.

This Code of Conduct is also based on internationally recognized principles, including but not limited to the General Declaration of Human Rights of the United Nations (UN), to the United Nations Global Compact initiative, the Guidelines for Multinational Enterprises of the Organization for Economic Cooperation and Development (OECD), the fundamental conventions and international working norms of the International Labor Organization (ILO), the Dodd-Frank Act on conflict minerals, the REACH Regulation (EU Regulation (EC) No 1907/2006 - Registration, Evaluation, Authorisation and Restriction of Chemicals) and RoHS Directive (EU Directive 2015/863 - Restriction of Hazardous Substances), to name just a few important regulations with a global impact.

1.2. Scope of Application

The Code of Conduct is an integral part of the contractual and business relationship with the Komax Group and applies to all suppliers, distributors, agents and business partners worldwide (hereinafter “Business Partner” or “Business Partners”). Further, they must implement the following requirements with their employees, representatives, temporary employees, teleworkers, subcontractors, suppliers, sub-suppliers, etc. with whom they work to provide Komax Group with products and services of any kind and who are in any way part of the Komax Group supply chain.

2. Compliance with Laws and Regulations

Business Partner shall comply with all legal requirements that apply to its product and business operations, such as applicable laws, industry regulations, contractual conditions and generally recognized international standards. These include in particular the protection of human rights, safety, health and environmental protection, the prohibition of child and forced labor, antitrust and competition, data protection, and the prevention of money laundering and corruption. In addition, Business Partner must pay particular attention to ensuring that the applicable import and export laws as well as the sanctions and embargo regulations are complied with.

Business Partner must comply with the applicable laws, regulations and this Code of Conduct itself. On the other hand, Business Partner must also demand compliance with these laws and regulations from those persons with whom it cooperates in order to supply Komax Group.

Business Partner must recognize the basic rights of its employees and is obliged to comply with them. The following requirements apply regardless of whether it is an actual employment relationship, temporary work, subcontracting, teleworking or any other form of employment. Further, Business Partner ensure that there are no abusive working conditions, neither in its own company nor at affiliated companies, suppliers, and subcontractors.

3. Social Responsibility

Business Partner is required to comply with the fundamental human and employee rights in accordance with the applicable national legislation. Further, Business Partner must acknowledge the core labor standards of the International Labor Organization (ILO) and the Universal Declaration of Human Rights.

3.1. Protection of Human Rights

Business Partner commits itself to uphold the human rights of their employees. This includes, but is not limited to the following:

- No individual may be discriminated against by either the Business Partner or another employee in terms of their nationality, religion, age, ethnic origin, gender, or sexual orientation.
- The personal dignity, privacy and rights of each individual must be respected.
- Any unacceptable treatment of employees, such as mental cruelty, sexual harassment, or discrimination is not tolerated.
- Any behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative is prohibited.
- Child labor and forced labor are strictly prohibited.
- Employees have the right to join a trade union or an association of their choice with neither limitations nor consequences.

3.2. Prohibition of Child Labor

The Komax Group does not tolerate any form of child labor. Business Partner shall ensure that child labor is prevented in its own business area and at its own suppliers, and undertake to comply with the following requirements:

- Prohibition of the worst forms of child labor (ILO 182).
- The minimum age for employment is in accordance with the requirements of the national law of the supplier location and is at least 15 years (ILO 138).
- Persons under the age of 18 are minors and therefore in need of protection (ILO 182). They shall not perform work which, due to its nature or the circumstances in which it is performed, would endanger their safety, health, or morals, e.g., overtime or night shifts (ILO 138).

We encourage Business Partner to work actively to abolish child labor within their own sphere of influence, for example through cooperative efforts (e.g., as part of initiatives) and collaboration with non-governmental organizations.

3.3. Prohibition of Forced Labor and Slavery

The Komax Group does not tolerate any form of forced or compulsory labor. Business Partner shall ensure that there is no forced labor, as well as safeguard that no other forms of modern slavery in the sense of servitude and work performed under duress or human trafficking are tolerated. In specific terms, this includes:

- Labor or service required of a person under threat of punishment and for which he or she has not volunteered (ILO 29), and
- all forms of slavery, slave-like practices (e.g., demanding excessive fees and withholding documents), servitude, or other forms of domination or oppression (e.g., debt bondage and use of force) in the workplace environment, such as through extreme economic or sexual exploitation or humiliation.

We encourage Business Partner to work actively to eliminate modern slavery and forced labor within their own sphere of influence, e.g., through supplementary measures (as per ILO Recommendation 203) or cooperative efforts (e.g., as part of initiatives) and collaboration with non-governmental organizations.

3.4. Protection against Discrimination

The Komax Group is committed to equal treatment and does not tolerate discrimination in any form. Business Partner are expected to prevent any kind of discrimination. Unless based on the nature of employment, unequal treatment in employment, such as on the basis of national or ethnic or social origin, health status, disability, sexual orientation or identity, gender, age, religion, belief or political opinion shall be excluded. Unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value.

Business Partner must promote equal opportunities and equal treatment and refrain from discrimination in the recruitment and employment of employees and, in particular, in the promotion or granting of training and further education measures. We encourage Business Partner to promote diversity within their sphere of influence, to identify vulnerable groups among employees, and to implement programs for these groups that lead to more equal treatment and the prevention of discrimination in hiring and employment.

3.5. Right to Health and Safety in the Workplace

Business Partner shall comply with all national and international standards and laws on occupational safety (in particular safety at work, health protection, working hours) that apply to its location of business.

Business Partner must ensure that their employees work in a safe and healthy environment which at least provides protection against fire, accidents, and dangerous substances. Appropriate sanitary conditions, health and safety guidelines, and procedures including training and continuous improvement must be in place and complied with. If any safety issues or health hazards are identified, Business Partner shall remedy them as quickly as possible.

The working hours and days off that are to be guaranteed are to be arranged in accordance with the national laws and industrial standards. The maximum permitted number of working hours per week applies pursuant to the national legislation and collective wage agreements. This includes the settlement and arrangement of overtime.

Business Partner shall organize working hours (overtime and maximum working hours, rest periods, work schedules, maternity / parental leave, sick leave, leave for family reasons, paid overtime) in such a way that occupational accidents due to physical and mental fatigue are avoided and the health of employees is maintained. This principle also encompasses temporary agency work, the secondment of employees, and outsourced work.

Business Partner shall observe the prohibition on harassment, abuse, and punishment with any form of violence at work.

3.6. Right to Adequate Remuneration and Further Training

Business Partner shall ensure the payment of adequate wages, as well as compliance with all applicable statutory labor regulations, e.g., with regard to working hours, remuneration, and social benefits. In specific terms, this means that:

- The wage shall be at least in accordance with the locally applicable minimum wage regulations and in any case shall be a living wage. The wage must allow the employee to be able to cover their basic costs and those of their family and to be able to draw on some left-over income at the same time.
- Wages shall be paid in a traceable manner and at a specified time in accordance with ILO 95. Unauthorized wage deductions and the withholding of wages as a disciplinary measure are prohibited.
- Overtime shall not exceed the legally defined limits and must be paid in accordance with the legal conditions. Salaries must be paid on a regular basis and using a legal means of payment. Salary deductions must be transparent and are not permitted to be used as a disciplinary measure.
- Social benefits may be claimed by employees in accordance with applicable law (e.g., sick leave). If statutory social insurance exists, payment of the contributions shall be mandatory.

3.7. Freedom of Association and Right to Collective Bargaining

In its operations, Business Partner shall uphold the right of employees to join trade unions. Establishing, joining, or becoming a member of a trade union shall not be used as a reason for unjustified discrimination or retaliation. Unions shall be allowed to 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.

Business Partner shall exclude the use of security forces to interfere with freedom of association.

4. Raw Materials, Products, and Product Safety

4.1. Conflict Minerals and Raw Material Supply Chain

Komax Group expects from its Business Partner in the supply chain that all applicable legal regulations on conflict minerals are complied with.

Business Partner is obliged to improve transparency and traceability within their own supply chain up to the extraction of raw materials and to take appropriate measures to reduce the risks of human rights violations, such as child and forced labor, slavery and the direct or indirect financing of armed groups or similar negative effects.

Business Partner shall establish special due diligence processes for the following raw materials including their ores and mineral derivatives:

- tin,
- tungsten (wolfram),
- tantalum,
- gold,
- cobalt,
- glimmer

from conflict-affected and high-risk areas (CAHRAs), such as the Democratic Republic of the Congo (DRC). This special due diligence processes shall be established in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

If a product contains one or more of such raw materials, Business Partners informs Komax Group without being asked and to provide transparency and traceability about the raw material suppliers upon request.

On an ad hoc basis, Komax Group may requires Business Partner to provide information about their supply chain for these materials, as well as other critical raw materials, where applicable including information about the origin of the material.

Business Partners is expected to exclude smelters or refiners for these raw materials that do not have an adequate and audited due diligence process.

In order to create a transparent supply chain, Komax Group recommends using the Conflict Minerals Reporting Template (CMRT) and the EMRT template (Extended Minerals Reporting Template) for extended minerals reporting of the Responsible Minerals Initiative (RMI).

Komax Group also expects the smelters and refineries used to procure minerals from conflict-affected or high-risk areas to be compared with the RMI's Smelter Database in order to comply with due diligence obligations.

4.2. Product Safety

Products and services supplied by Business Partners must be safe and must not endanger people or the environment. In particular, they must comply with the agreed specifications and the legally prescribed directives applicable to the products and services in terms of product safety, labelling, and packaging.

Business Partner is obliged to clearly communicate information on safe use and to draw attention to hazards that may arise for people and the environment when using products and services.

Business Partner must comply with the legal requirements for substances of very high concern. Business Partner must ensure that its procurement and production processes comply with the REACH and RoHS regulations. Business Partner must be able to trace the substances used at all times and provide the necessary documentation.

5. Environmental Responsibility

The Komax Group expects from its Business Partner to make an equally clear commitment to active environmental and climate protection.

Business Partner complies with the applicable legal requirements and international standards and undertake to operate in an environmentally friendly and sustainable manner and to eliminate or reduce substances and materials in your production chain that are harmful to people and nature wherever possible. Business Partner supports its suppliers and business partners in complying with these standards.

Business Partner regularly monitors and evaluates the environmental impact of its business activities and:

- undertakes to implement measures to reduce its direct and indirect CO2 emissions,
- reduce waste and emissions and recycle materials at every stage of production,
- use energy and other resources sparingly,
- prevent environmental hazards during design, manufacture, operation, and disposal,
- improve water quality, reduce consumption, and promote reuse,
- measure their environmental performance (including energy consumption and emissions) and continuously improve it.

If Business Partner identifies environmental hazards, they mobilize all the necessary resources to eliminate them as quickly as possible.

6. Business Integrity

Komax Group has a 'zero tolerance' policy when it comes to unethical business behavior. Business Partner must comply with all applicable national and international laws and regulations, particularly with regard to corruption, competition law, conflicts of interest and money laundering.

6.1. Conflicts of interest

Business Partner is obliged to avoid all conflicts of interest that may adversely influence business relationships.

Business Partner must inform Komax Group of situations that may constitute a conflict of interest. In particular, you are obliged to inform Komax Group if employees of Komax Group or their family members or friends are involved in their business or have business relationships with that may constitute a conflict of interest.

6.2. Hospitality and Invitations

Hospitality and gifts within the scope of what is customary and within the scope of the law are permissible. Hospitality and gifts that exceed what is customary or normal are not permitted. In determining what is customary and normal, local circumstances and local culture shall be considered.

6.3. Sanctions, Embargos, and Export Control Regulations

Business Partner shall comply with all applicable national and international (re-) export control regulations. In any event of transfer of goods, works and services, Business Partner shall comply with the (re-)export control regulations of the Government of Switzerland, of the European Union and of the United States of America.

Prior to any transfer of goods, works and services, Business Partner shall in particular check and guarantee by appropriate measures that:

- there will be no infringement of an embargo imposed by Switzerland, by the European Union, by the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning those goods;
- works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- such goods, works and services are not intended for use in connection with armaments, oil industry, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and
- the regulations of all applicable Sanctioned Party Lists of Switzerland, the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

If required to enable authorities or Komax to conduct export control checks, Business Partner, upon request by Komax, shall promptly provide Komax with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Komax as well as any export control restrictions existing.

Business Partner shall indemnify and hold harmless Komax from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations and shall compensate Komax for all losses and expenses resulting thereof.

6.4. Prohibition of Fraud, Corruption and Bribery

Business Partner is obliged to prohibit any form of fraud and corruption and bribery. Business Partner is not allowed to engage directly or indirectly in any form of corruption and bribery or tolerate any form thereof. Corruption, corruption attempts as well as extortion attempts are not tolerated in any way. and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. Corruption and bribery are defined as any direct or indirect benefit that is offered, accepted or received with the intention or effect of influencing the decision-making process of a business partner or public official.

6.5. Fair Competition and Anti-Trust Laws

Business Partner is obliged to act in accordance with national and international competition laws.

Business Partner ensures that no unlawful agreements are made with other business partners and do not participate in cartels or monopolies. Any agreements with competitors or business partners that have the purpose or effect of unlawfully restricting competition are strictly prohibited and will be sanctioned by Komax Group. Price discrimination, price fixing, market sharing, bid rigging or other unfair trading practices are prohibited.

6.6. Money Laundering and Tax Evasion

Business Partner shall comply with the legal obligations to prevent money laundering. Business Partner shall always comply with the applicable tax regulations and do not assist in tax evasion by employees, customers, suppliers, business partners, or third parties. Business Partner ensures correct accounting in accordance with recognized rules.

7. Confidentiality, Protection of Personal Data, and Intellectual Property

7.1. Confidentiality and Protection of Intellectual Property

Business Partner shall respect and protect the intellectual property rights of Komax or third parties and require its employees to do the same.

Business Partner and its employees (or equivalent), who have access to confidential information, such as information on research and development projects, production processes, business plans, financial data, marketing and sales strategies, customer data, new product launches and company mergers or acquisitions, are obliged to keep this information strictly confidential.

Accordingly, Business Partner instructs its employees, suppliers, and subcontractors and ensures that confidential information is stored and used correctly and professionally. At Komax's request, Business Partner will sign a non-disclosure agreement (NDA).

7.2. Data Protection

Komax and Business Partner exchange personal data such as names, telephone numbers, e-mail addresses, and other personal data within the scope of their business relationship, where necessary, proportionate and appropriate. The parties process this personal data in accordance with the applicable laws. In particular, they shall observe the requirements of the European General Data Protection Regulation (GDPR) where applicable. The parties shall take particular care to ensure that no unauthorized third party have access to this personal data without the consent of the persons concerned.

The parties shall process personal data in strict confidence and exclusively for the contractual purposes. The party that processes personal data is responsible for the lawfulness of its processing and for safeguarding the rights of the data subjects. It is important that personal data is only collected if this is appropriate, proportionate, and necessary.

8. Handling of Violations

The described behaviour is the basis for a successful and sustainable cooperation with Komax. If a Business Partner of Komax does not comply with the basic principles laid down in this Code of Conduct, Komax is entitled to terminate the business relationship with immediate effect. It is at Komax discretion to abstain from such consequences and to take alternative measures instead, if Business Partner can credibly assure and prove that it has taken immediate countermeasures to avoid future violations.

9. Whistleblowing Reporting

If a non-compliance with this Code of Conduct is identified, Komax expects its suppliers and business partners to report it to Komax immediately. The report of a violation can be made to the usual contact person at Komax or alternatively to the independent external whistleblowing office.

10. Implementation

10.1. Communication and Implementation

Business Partner must communicate the content of this Code of Conduct to those employees, agents, subcontractors, suppliers and sub-suppliers with whom you work in order to supply Komax. Business Partner must ensure that both its own employees and the people it work with implement the Code of Conduct. At the request of the Business Partner, Komax will make this Code of Conduct available in the corresponding national language.

10.2. Business Partner's Suppliers and Subcontractors

Business Partner must take reasonable care to ensure that its subcontractors, suppliers, and sub-suppliers comply with this Code of Conduct. To this end, Business Partner must also assess the risk of violations of the principles described above in your supply chain. If there are unacceptable risks, you must take measures to minimise the risks. If violations are identified, you must take corrective measures or, if this is not possible, cease doing business with your business partners.

Appropriate management systems are suitable for the implementation described. In the area of quality, it is a quality management system that meets at least the specifications of the current version of the ISO 9001 standard. The management system must be continuously improved and monitored and preferably certified by a third party.

10.3. Documentation

In order to be able to prove the measures Business Partner has taken to comply with the Code of Conduct, Business Partner must keep the necessary documentation about its own business operations.

Business Partner must also keep the documentation on the due diligence process in your own supply chains. At the request of Komax, Business Partner must provide such documentation and all information that is required to prove compliance with this Code of Conduct to Komax.

10.4. Audit and Information Rights

Business Partner must conduct regular internal audits to ensure compliance with this Code of Conduct.

Komax reserves the right to conduct unannounced audits of Business Partners or have them conducted by an authorized representative to evaluate the compliance with this Code of Conduct. Business Partner must inform Komax if agreements with other parties are in conflict with this Code of Conduct.

10.5. Confirmation of Business Partner

Every Komax Business Partner must sign a confirmation, which is attached to this Code of Conduct. In doing so, Business Partner confirms that it will comply with the principles and requirements of the current Code of Conduct.

11. Update of the Code of Conduct

Komax reserves the right to review this Code of Conduct on a regular basis and to amend it if necessary. Business Partners will be notified of important changes. The current version of the Code of Conduct can always be found on the Komax website at: [Organization | Komax \(komaxgroup.com\)](https://www.komaxgroup.com).

Confirmation of Business Partner

We have read the Komax Group Code of Conduct for Suppliers and Business Partners and understand its importance and impact on our company.

We, the undersigned, herewith confirm that:

1. we have received and understood the version of the Code of Conduct, dated _____.
2. we undertake to fulfil the requirements of this Code of Conduct.
3. we also communicate this Code of Conduct in our supply chain and ensure its implementation with appropriate care.
4. upon request, we will provide Komax, or the respective contracting company of the Komax Group, with information on compliance with the above-mentioned principles;
5. we agree that Komax or persons authorized by Komax may carry out unannounced inspections at our facilities to verify compliance with the Code of Conduct.
6. compliance with this Code of Conduct is a necessary and fundamental requirement for the business relationship with Komax.

Name:		Name:	
Function:		Function:	
Company Name:		Company Name:	
Company Address:		Company Address:	

This confirmation must be signed by authorized representatives of the Business Partner and returned to the responsible Komax contact within 10 working days of receipt.

I hereby confirm that I have understood the Code of Conduct and to fulfil the requirements in full.

Supplier/Business Partner, Name and Address:	
Place and Date:	
Signature:	