

# **CODE OF CONDUCT FOR SUPPLIERS & BUSINESS PARTNERS**

## **IMS**

Valid from 01.03.2025

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## Versioning

Version	Date	Amendment	Abbreviation
1.0	29.10.2024		
2.0	01.03.2025	Cover sheet, versioning, cybersecurity, management systems	ns

### 1. Introduction

#### 1.1. Purpose

Mutual responsibility for acting honourably and treating each other with respect, as well as social responsibility, are key business principles for Komax and its globally active Group companies (hereinafter referred to as the “Komax Group”). Komax is also committed to high standards of integrity and sustainability.

The purpose of this Code of Conduct is to ensure that Komax suppliers and business partners act in accordance with internal guidelines (Komax Code of Conduct), contractual obligations to Komax and external guidelines (internationally recognised standards 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 as well as the associated compliance guidelines and specifications.

This Code of Conduct is also based on internationally recognised principles, including, but not limited to, the United Nations (UN) Universal Declaration of Human Rights, the UN Global Compact Initiative, the Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises, the International Labour Organisation (ILO) core conventions and international labour standards, the Dodd-Frank Act on conflict minerals, the REACH Regulation (EU Regulation (EC) No. 1907/2006 – Registration, Evaluation, Authorisation and Restriction of Chemicals) and the 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 partners”). They must also implement the following requirements for their employees, agents, temporary workers, remote workers, subcontractors, suppliers, sub-suppliers, etc. with which the Komax Group works in order to obtain products and services of any kind from them and which are in any way part of the Komax Group’s supply chain.

## 2. Compliance with laws and regulations

The business partner is obliged to comply with all legal requirements applicable to its product and business activities, such as applicable laws, industry regulations, contractual conditions and generally recognised international standards. These include, in particular, the protection of human rights, safety, health and environmental protection, the prohibition of child and forced labour, antitrust and competition law, data protection and the prevention of money laundering and corruption. In addition, the business partner must pay particular attention to ensuring compliance with the applicable import and export laws as well as sanctions and embargo regulations.

The business partner must comply with the applicable laws, regulations and this Code of Conduct itself. The business partner must also require compliance with these laws and regulations from persons with whom it works in the context of supplying the Komax Group.

The business partner must recognise the fundamental 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, remote work or another form of employment. In addition, the business partner must ensure that there are no abusive labour conditions, neither in its own company nor at affiliated companies, suppliers and subcontractors.

## 3. Social responsibility

The business partner is obliged to comply with fundamental human and labour rights in accordance with the applicable national legislation. Furthermore, the business partner must recognise the core labour standards of the International Labour Organization (ILO) and the Universal Declaration of Human Rights.

### 3.1. Protection of human rights

The business partner undertakes to respect the human rights of its employees. This includes the following points, among others:

- No one may be discriminated against because of their nationality, religion, age, ethnic origin, gender or sexual orientation, neither by the business partner nor by another employee.
- 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, will not be tolerated.
- Any behaviour, including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative is prohibited.
- Child labour and forced labour are strictly prohibited.
- Employees have the right to join a trade union or association of their choice without any restrictions or consequences.

### 3.2. Ban on child labour

The Komax Group does not tolerate any form of child labour. The business partner must ensure that child labour is prevented in its own business operations and at its suppliers and undertakes to comply with the following requirements:

- Prohibition of the worst forms of child labour (ILO 182).
- The minimum age of employment is determined by the national law of the supplier country 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 must not perform work which, by its nature or the circumstances in which it is performed, would jeopardise their safety, health or morals, e.g. overtime or night shifts (ILO 138).

We encourage the business partner to actively support the abolition of child labour in its own sphere of influence, e.g. through cooperation (e.g. within the framework of initiatives) and collaboration with non-governmental organisations.

### 3.3. Prohibition of forced labour and slavery

The Komax Group does not tolerate any form of forced or compulsory labour. The business partner must ensure that no forced labour is used and that no other forms of modern slavery in the sense of servitude, forced labour or human trafficking are tolerated. In concrete terms, this means:

- Labour or service which is exacted from any person under the menace of any penalty and for which the person has not offered themselves voluntarily (ILO 29), as well as
- All forms of slavery, slavery-like practices (e.g. excessive fees and withholding of documents), servitude or other forms of domination or oppression (e.g. debt bondage and use of violence) in the workplace, e.g. through extreme economic or sexual exploitation or humiliation.

We encourage the business partner to actively support the elimination of modern slavery and forced labour in its own sphere of influence, e.g. through complementary measures (in accordance with ILO Recommendation 203) or cooperative efforts (e.g. within the framework of initiatives) and cooperation with non-governmental organisations.

### 3.4. Protection against discrimination

The Komax Group is committed to equal treatment and does not tolerate discrimination in any form. Business partners are expected to prevent any kind of discrimination. Unequal treatment in employment, e.g. on the basis of national or ethnic or social origin, health status, disability, sexual orientation or identity, gender, age, religion, ideology or political conviction, is excluded, provided that it is not based on the type of employment. Unequal treatment exists in particular if unequal pay is paid for work of equal value.

The business partner must promote equal opportunities and equal treatment and refrain from discrimination when hiring and employing staff, particularly when promoting staff or providing training and professional development opportunities. We encourage the business partner to promote diversity in its sphere of influence, to identify vulnerable groups among its employees and to introduce programmes for these groups that lead to more equal treatment and the prevention of discrimination in recruitment and employment.

### 3.5. Right to health and safety in the workplace

The business partner must comply with all national and international standards and laws on occupational safety (in particular safety in the workplace, health protection, working hours) that apply at its place of business.

The business partner must ensure that its employees work in a safe and healthy environment that offers protection against fire, accidents and hazardous substances at a minimum. Appropriate hygiene conditions, health and safety policies and procedures, including training and continuous improvement, must be in place and adhered to. If safety problems or health risks are identified, the business partner must rectify them as quickly as possible.

The working hours and days off to be guaranteed must be in accordance with national laws and industry standards. The maximum permitted working hours per week are determined by national legislation and collective agreements. This also includes the accounting and organisation of overtime.

The business partner must organise 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 accidents at work due to physical and mental fatigue are avoided and the health of employees is maintained. This principle also applies to temporary work, the secondment of employees and out-sourced work.

The business partner must observe the prohibition of harassment, abuse and punishment involving any form of violence in the workplace.

### 3.6. Right to appropriate remuneration and further training

The business partner must ensure the payment of appropriate wages and compliance with all applicable labour law regulations, e.g. with regard to working hours, remuneration and social benefits. In concrete terms, this means:

- The wage must at least correspond to the locally applicable minimum wage regulations and must always be sufficient to ensure a decent standard of living. The salary must enable the employee to cover their basic costs and those of their family and at the same time have a certain amount of disposable income.
- Wages are to be paid in a comprehensible manner and at a specific time in accordance with ILO 95. Unauthorised deductions from wages and the withholding of wages as a disciplinary measure are prohibited.
- Overtime may not exceed the statutory limits and must be paid in accordance with the statutory provisions. Wages and salaries must be paid regularly and using legal tender. Salary deductions must be transparent and must not be used as a disciplinary measure.
- Social benefits can be claimed by employees in accordance with applicable law (e.g. sick leave). If statutory social insurance exists, the payment of contributions is mandatory.

### 3.7. Freedom of association and the right to collective bargaining

The business partner respects the right of employees to join trade unions. Forming, joining or being a member of a trade union must 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 work. This includes the right to strike and the right to collective bargaining.

The business partner must not use security forces to restrict freedom of association.

## 4. Raw materials, products and product safety

### 4.1. Conflict minerals and raw material supply chain

The Komax Group expects its business partners in the supply chain to comply with all applicable legal provisions on conflict minerals.

The business partner is obliged to improve transparency and traceability within its own supply chain all the way to the extraction of raw materials and to take appropriate measures to reduce the risks of human rights violations such as child and forced labour, slavery and the direct or indirect financing of armed groups or similar negative effects.

The business partner must implement special due diligence procedures for the following raw materials, including their ores and mineral derivatives:

- Tin
- Tungsten
- Tantalum
- Gold
- Cobalt
- Mica

from conflict-affected high-risk areas (CAHRAs) such as the Democratic Republic of the Congo (DRC). These special due diligence procedures are defined 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 such raw materials, the business partner must inform the Komax Group without being requested to do so and must guarantee transparency and traceability with regard to the raw material suppliers upon request.

The Komax Group may, on an ad hoc basis, require the business partner to provide information about its supply chain for these materials as well as for other critical raw materials, including information about the origin of the material, if applicable.

Business partners are expected to exclude smelters or refiners for these raw materials that do not have an appropriate and verified due diligence process in place.

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

The Komax Group also expects smelters and refineries that source minerals from conflict-affected or high-risk areas to be checked against the RMI's smelter database in order to fulfil due diligence obligations.

#### 4.2. Product safety

The products and services supplied by the business partners must be safe and must not endanger people or the environment. In particular, they must comply with the agreed specifications and the legal guidelines applicable to the products and services with regard to product safety, labelling and packaging.

The 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.

The business partner must comply with the legal regulations for substances of very high concern. The business partner must ensure that its procurement and production processes comply with REACH and



RoHS regulations. The business partner must be able to trace the substances used at any time and provide the necessary documentation.

## **5. Responsibility for the environment**

The Komax Group expects its business partners to make an equally clear commitment to active environmental and climate protection.

The business partner must comply with the applicable statutory provisions and international standards and undertakes to work in an environmentally friendly and sustainable manner as well as to avoid or reduce substances and materials in its production chain that are harmful to people and nature wherever possible. The business partner supports its suppliers and business partners in complying with these standards.

The business partner regularly monitors and evaluates the environmental impact of its business activities and:

- is committed to taking measures to reduce its direct and indirect CO<sub>2</sub> emissions;
- to reduce waste and emissions and recycle materials at every stage of production;
- to use energy and other resources sparingly;
- to avoid environmental hazards during the design, manufacture, operation and disposal;
- to improve water quality, reduce consumption and promote reuse;
- to measure its environmental performance (including energy consumption and emissions) and continuously improve it.

If the business partner identifies environmental hazards, it mobilises all necessary resources to eliminate them as quickly as possible.

## **6. Integrity in business life**

The Komax Group pursues a zero-tolerance policy when it comes to unethical business behaviour. The business partner must comply with all applicable national and international laws and regulations, in particular with regard to corruption, competition law, conflicts of interest and money laundering.

### **6.1. Conflicts of interest**

The business partner is obliged to avoid any conflicts of interest that could adversely affect business relationships.

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

## 6.2. Hospitality and invitations

Hospitality and gifts within the scope of customary practices and the law are permitted. Hospitality and gifts that go beyond the usual practices are not permitted. When determining what is customary and normal, local conditions and local culture must be taken into account.

## 6.3. Sanctions, embargoes and export control regulations

The business partner must comply with all applicable national and international (re-)export control regulations. For any transfer of goods, work and services, the business partner must comply with the (re-)export control regulations of the government of Switzerland, the European Union and the United States of America.

Before any transfer of goods, work and services, the business partner must in particular check whether and take appropriate measures to ensure that:

- no violation of an embargo imposed by Switzerland, the European Union, the United States of America and/or the United Nations is committed through such a transfer, through the brokering of contracts for these goods;
- work or services or by making other economic resources available in connection with such goods, work and services, also taking into account the restrictions on domestic business and the prohibitions on circumventing these embargoes;
- such goods, work and services are not intended for use in connection with armaments, the petroleum industry, nuclear technology or weapons, if and to the extent that such use is subject to a prohibition or authorisation, unless the necessary authorisation is granted; and
- the provisions of all applicable sanctions lists of Switzerland, the European Union and the United States of America on trade with companies, persons and organisations listed therein are taken into account.

At Komax's request, the business partner must immediately provide Komax with all information about the respective end customer, the respective destination and the respective intended use of the goods, work and services supplied by Komax, as well as regarding any export control restrictions, insofar as this is necessary for the performance of export control checks by authorities or Komax.

The business partner must indemnify Komax against all claims, proceedings, actions, fines, losses, costs and damages arising from non-compliance with export control regulations and must compensate Komax for any resulting losses and expenses.

## 6.4. Prohibition of fraud, corruption and bribery

The business partner is obliged to prohibit any form of fraud, corruption and bribery. The business partner may not directly or indirectly participate in corruption and bribery or tolerate them in any form. Corruption, attempts at corruption and attempts at blackmail are not tolerated in any way. It is also prohibited to grant, offer or promise anything of value to a government official or private sector counterparty in order to influence a government action or gain an improper advantage. Corruption and bribery are defined as any direct or indirect advantage offered, accepted or received with the intention or result of influencing the decision-making process of a business partner or a public official.

#### 6.5. Fair competition and antitrust laws

The business partner is obliged to act in accordance with national and international competition law.

The business partner must ensure that no unlawful agreements are made with other business partners and that it does 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 penalised by the Komax Group. Price discrimination, price fixing, market sharing, bid rigging or other unfair trading practices are prohibited.

#### 6.6. Money laundering and tax evasion

The business partner must comply with the legal obligations to prevent money laundering. The business partner always complies with the applicable tax regulations and does not contribute to tax evasion by employees, customers, suppliers, business partners or third parties. The business partner must ensure correct accounting in accordance with the recognised rules.

### **7. Confidentiality, protection of personal data and intellectual property. Ownership**

#### 7.1. Confidentiality and protection of intellectual property

The business partner must respect and protect the intellectual property rights of Komax or third parties and must oblige its employees to do the same.

The business partner and its employees (or comparable persons) who have access to confidential information, such as information about research and development projects, production processes, business plans, financial data, marketing and sales strategies, customer data, the introduction of new products and company mergers or acquisitions, are obliged to treat this information as strictly confidential.

The business partner must instruct its employees, suppliers and subcontractors accordingly and ensure that confidential information is stored and used correctly and professionally. At the request of Komax, the business partner must sign a non-disclosure agreement (NDA).

#### 7.2. Data protection

Komax and the business partner must exchange personal data such as names, telephone numbers, email addresses and other personal data within the scope of their business relationship to the extent that this is 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), insofar as this is applicable. The parties must take particular care to ensure that no unauthorised third parties gain access to this personal data without the consent of the data subjects.

The parties must process personal data in strict confidence and exclusively for the contractual purposes. The party processing personal data is responsible for the lawfulness of the processing and for safeguarding the rights of the data subjects. It is important that personal data is only collected when it is appropriate, proportionate and necessary to do so.

### 7.3. Cyber Security

Given the critical importance of digital security in today's global environment, all suppliers are expected to actively engage in cybersecurity practices.

#### **Risk management**

The supplier carries out systematic risk management for its IT systems and processes in order to identify, assess and minimise potential threats.

#### **Security measures**

The supplier must implement suitable security measures, such as firewalls, virus protection, encryption, access controls and regular security checks, to protect its IT systems and data from unauthorised access, manipulation or loss.

#### **Obligation to report**

The supplier undertakes to report IT security incidents immediately and to work with the client to resolve and manage the incidents.

#### **Standards**

In the area of IT security, the supplier is guided by internationally recognised standards, such as ISO 27001, NIST, BSI, etc.

## **8. Handling of violations**

The behaviour described above is the basis for a successful and sustainable collaboration with Komax. If a business partner of Komax does not comply with the principles set forth in this Code of Conduct, Komax is entitled to terminate the business relationship with immediate effect. Komax has the discretion to refrain from such consequences and instead take other measures if the business partner provides credible assurances and proof that it has taken immediate countermeasures to avoid future violations.

## **9. Whistleblowing reports**

If a violation of this Code of Conduct is detected, Komax expects its suppliers and business partners to report it immediately. Violations can be reported to the usual contact person at Komax or alternatively to the independent external whistleblowing office.

## **10. Implementation**

### 10.1. Communication and implementation

The business partner must communicate the content of this Code of Conduct to those employees, agents, subcontractors, suppliers and sub-suppliers with which it works in order to supply Komax. The business partner must ensure that both its own employees and the persons with whom it works implement the Code of Conduct. At the request of the business partner, Komax will make this Code of Conduct available in the relevant national language.

## 10.2. Suppliers and subcontractors of the business partner

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

The Komax Group recognises the value of comprehensive management systems and encourages the implementation of internationally recognised standards. In addition to quality management (ISO 9001), our business partners are also encouraged to pursue and maintain management systems for occupational health and safety (ISO 45001) and environmental management (ISO 14001), provided that this is appropriate for their activities and industry. The Komax Group appreciates the commitment of its business partners to continuous improvement in these important areas.

## 10.3. Documentation

In order to be able to prove which measures the business partner has taken to comply with the Code of Conduct, the business partner must keep the necessary documents regarding its own business processes. In addition, the business partner must retain documentation regarding the due diligence process in its own supply chains. At the request of Komax, the business partner must provide Komax with these documents and all information necessary to demonstrate compliance with this Code of Conduct.

## 10.4. Audit and information rights

The 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 authorised representative in order to assess compliance with this Code of Conduct. The business partner must inform Komax if agreements with other parties are in conflict with this Code of Conduct.

## 10.5. Confirmation of the business partner

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

## 11. Update of 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 are informed about important changes. The latest version of the Code of Conduct can be found on the Komax website: Organisation | Komax ([komaxgroup.com](http://komaxgroup.com)).

**12. Confirmation of the business partner**

We have read the Komax Group's Code of Conduct for suppliers and business partners and understand its importance and implications for our company.

We, the undersigned, hereby confirm:

1. We have received and understood the version of the Code of Conduct from \_\_\_\_\_.
2. We undertake to fulfil the requirements of this Code of Conduct.
3. We will also pass on this Code of Conduct within our supply chain and ensure that it is implemented with due care.
4. On request, we will provide Komax or the relevant Komax Group contracting company with information regarding compliance with the above principles;
5. We agree that Komax or persons authorised by Komax may carry out unannounced inspections in our plants in order to verify compliance with the Code of Conduct.
6. Compliance with this Code of Conduct is a necessary and fundamental prerequisite for the business relationship with Komax.

Name:		Name:	
Role:		Role:	
Company name:		Company name:	
Company address:		Company address:	

This confirmation must be signed by authorised representatives of the business partner and returned to the responsible Komax contact person within 10 working days of receipt.

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

Supplier/business partner, name and address:	
Place and date:	
Signature:	