

Preamble

The companies of the Naue Group expect their business partners to comply with the law and to conduct their business in a sustainable manner. For this reason, this Code of Conduct for Business Partners of the Naue Group (hereinafter referred to as "CoC BP") sets out the framework within which the Business Partner must base all its decisions and actions. This CoC BP reflects our shared basic understanding of socially responsible corporate behaviour and is to be regarded as a voluntary self-commitment on the part of the Business Partner. The companies of the Naue Group require their employees and authorised representatives to comply with an internal Naue Code of Conduct accordingly.

This CoC BP does not create any contractual or other rights in favour of third parties.

1. Basic Understanding and Application

The Business Partner sees itself as part of the communities in which it operates and is committed to socially responsible management, taking into account the direct and indirect impacts of its business activities on society and the environment. It shall continuously strive to achieve an appropriate balance between economic, social and environmental interests.

The Business Partner shall act in accordance with generally accepted values and principles, such as integrity and legality, and in particular with internationally recognised human rights and labour standards, as set out in this CoC BP.

The Business Partner will make all appropriate and reasonable efforts to comply with the content of this CoC BP on an ongoing basis at all of its domestic and international locations within the scope of its respective legal and actual capabilities. If existing national regulations are in conflict with the content of this CoC BP or if the national context makes it impossible to fully comply with these obligations, the Business Partner shall seek ways to meet the requirements of this CoC BP as far as possible. Where reference is made in this CoC BP to German laws, etc., this is to be understood as a reference to the relevant national regulations in the case of a Business Partner not based in Germany.

2. Human Rights and Labour Standards

The Business Partner shall respect human dignity and internationally recognised human rights, as set out in particular in the United Nations (UN) Universal Declaration of Human Rights¹ and addressed in the UN Guiding Principles on Business and Human Rights² and the OECD Guidelines for Multinational Enterprises³. It also complies with the internationally recognised labour standards of the International Labour Organization (ILO), as set out below in this CoC BP.

In all its business activities, the Business Partner shall always endeavour not to cause or contribute to human rights abuses. The Business Partner expects the same from its business partners (hereinafter referred to as "Contractual Partners"). To the extent necessary and possible, the Business Partner will assist its Contractual Partners in doing so.

2.1 Employment Relationships

The Business Partner rejects any form of unlawful punishment, abuse, harassment, intimidation or other degrading treatment of employees. The Business Partner will comply with applicable labour laws in all employment relationships and expects its Contractual Partners to do the same.

The Business Partner will respect and protect the right of its employees to terminate their employment in accordance with the applicable notice period.

2.2 Prohibition of Child Labour and Protection of Young Workers⁴

The Business Partner will not tolerate the use of child labour and will comply with the applicable legal minimum age for employment. In any case, the Business Partner shall not employ any person below the age at which compulsory education ends under the law of the place of employment and shall not employ any person below the age of 15.

The Business Partner shall have adequate means to determine the age of its employees in order to prevent child labour. If child labour is identified, the Business Partner will immediately take all necessary measures, focusing on the welfare, protection and development of the child.

In the case of persons under the age of 18, the Business Partner shall respect the rights of young workers; they may be employed only if it is ensured that the working and employment conditions do not pose a risk to their health, safety, morals or development.

2.3 Prohibition of Forced Labour⁵

The Business Partner condemns any form of forced or compulsory labour, including any form of debt bondage, peonage, slavery or slave-like practices, human trafficking or other involuntary labour and services that do not meet internationally accepted labour and social standards.

2.4 Remuneration⁶

The Business Partner will comply with the statutory or, where applicable, collective agreement provisions on remuneration for work performed. The Business Partner will ensure that the wages it pays are not less than the minimum wage set by law or collective agreement or customary in the industry. In countries or regions where there is no statutory or collectively agreed wage, the Business Partner will take particular care to ensure that the wages paid are sufficient for regular full-time work to meet the basic

needs of the employees.

The Business Partner will not tolerate inappropriate deductions from wages, including deductions as a disciplinary measure.

2.5 Working Hours⁷

The Business Partner shall comply with the statutory or applicable collective agreement provisions on working hours (in particular those of any national working hours legislation). Overtime shall be paid or remunerated at least in accordance with the statutory or collectively agreed provisions; it shall only be ordered in exceptional cases and on a statutory, collectively agreed or contractual basis.

2.6 Freedom of Association⁸

The Business Partner will respect the right of its employees to freedom of association and assembly and the right to collective bargaining and wage negotiations, to the extent permitted by law and possible in the country of employment. Where this is not permitted, the Business Partner will seek appropriate compromises for its employees.

2.7 Diversity and Inclusion; Non-Discrimination⁹

The Business Partner will promote a work environment that is inclusive and values the diversity of its employees. The Business Partner is committed to equal opportunities and rejects any form of discrimination or unjustified unequal treatment in employment, for example on the basis of national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or belief.

The Business Partner shall also respect the principle of equal pay for men and women for work of equal value.

2.8 Occupational Health and Safety¹⁰

The Business Partner shall comply with national and international occupational health and safety standards and provide a safe and healthy working environment to maintain the safety and health of its employees, protect third parties and prevent accidents, injuries and work-related illnesses. This includes regular risk assessments of the workplace and the implementation of appropriate safety measures and precautions, including the provision of appropriate personal protective equipment.

The Business Partner shall ensure that its employees are trained on all relevant health and safety issues.

3. Environmental Responsibility

The protection and conservation of natural resources is a concern and obligation for all of us. With this in mind, the Business Partner conducts its business in an environmentally responsible manner and is committed to the goals of a climate-neutral future.

3.1 Environmental and Climate Protection

The Business Partner shall assume its environmental responsibility by complying with applicable legal requirements and recognised standards for the protection of the environment and climate, and by striving to continuously improve the environmental and climate impact of its business activities.

The Business Partner shall have in place appropriate measures based on legal standards and internationally recognised standards, including but not limited to the following:

- Handling of hazardous substances and other chemicals and waste, including disposal, in a professional and responsible manner;
- Efforts to reduce or eliminate waste and minimise emissions from operations (e.g. waste water, air emissions, noise, greenhouse gases);
- Conservation of natural resources, for example through measures to conserve water, chemicals and other raw materials;
- Promotion of the use of recycling and other climate and environmental technologies, processes, raw materials and products;
- Efforts to increase energy efficiency and the share of green or renewable energy in energy consumption at its sites.

Among other things, the Business Partner undertakes to optimise its energy use in a sustainable manner.

3.2 Conservation of Species

The Business Partner shall respect the principles of biodiversity and align its business policies accordingly.

4. Ethical Business Practices and Integrity

The Business Partner will pursue only legitimate objectives and practices and will deal only with reputable Contractual Partners.

The Business Partner will deal fairly and respectfully with its Contractual Partners. The Business Partner shall respect the different legal, economic, social and cultural backgrounds and circumstances of the countries and regions in which it operates. The Business Partner will always base its business activities on universal ethical values and principles, including integrity and respect for human dignity.

The Business Partner supports free and fair world trade and complies with the laws and regulations of the countries and regions in which it operates.

The Business Partner is aware of its social responsibility and acts accordingly.

4.1 Corruption¹¹, Trade Controls, Money Laundering

The Business Partner shall reject all forms of bribery and corruption, and shall avoid even the appearance thereof, whether in the form of giving or receiving unfair advantage.

The Business Partner shall act in accordance with applicable import and export control regulations and comply with legal requirements for the prevention of money laundering.

4.2 Fair Competition

The Business Partner will support free and fair competition. The Business Partner will not tolerate any anti-competitive agreements and will ensure that it acts in accordance with applicable antitrust laws. The Business Partner will not seek competitive advantage through unfair business practices.

4.3 Personal Data; Protection of Confidential Information and Intellectual Property

The Business Partner shall respect the privacy rights of its employees and Contractual Partners, and shall comply with applicable statutory and official data protection and security requirements and regulations when handling personal data.

The Business Partner shall take great care to ensure that trade secrets and other confidential information entrusted to it by its Contractual Partners are adequately protected against unauthorised acquisition, use and disclosure, at least in accordance with the relevant legal provisions on the protection of trade secrets.

The Business Partner shall respect the intellectual property of its Contractual Partners and other third parties. The Business Partner shall ensure that adequate precautions are taken to protect intellectual property rights when transferring know-how and technology.

To protect its network, the Business Partner has taken appropriate cyber security measures and will keep them up to date at all times. Employees shall comply with internal rules (e.g. password rules, etc.).

In case of doubt or violation of the specifications in this section, the employee can contact his or her supervisor or a designated Data Protection Officer or can make use of any whistleblower system that may be in place.

4.4 No Conflicts of Interest

Employees of the Business Partner shall keep personal interests separate from the interests of the Business Partner's companies and shall represent the business interests of the Business Partner, especially during working hours. They shall inform their superior of any circumstances that may affect their professional obligations.

4.5 Handling of Gifts and Hospitality Costs

Gifts from the Business Partner's Contractual Partners to the Business Partner's employees or their family members and from the Business Partner to employees of Naue or their family members are prohibited, if they are likely to influence the employee's judgement. The same applies to hospitality costs.

If the Business Partner, its employees or their family members are offered gifts by employees of Naue companies or if Naue covers the hospitality costs of the Business Partner's employees and the gifts/hospitality costs are not reasonable in terms of scope, amount and frequency, the Business Partner shall inform the management of Naue GmbH & Co. KG.

5. Implementation

The Business Partner shall make appropriate and reasonable efforts to comply with the content of the CoC BP at all its business locations on an ongoing basis. The Business Partner shall implement appropriate measures and processes and adequately document their implementation within the company (risk management). The Business Partner's management shall be regularly informed about the implementation and the work of the responsible bodies and persons.

5.1 Communication and Training

The Business Partner will communicate the content of this CoC BP to its employees, Contractual Partners and other key stakeholders, and will train its employees on relevant aspects of this CoC BP as required. The Business Partner expects its employees to comply with the requirements set out in this CoC BP.

5.2 Expectations of our Supply Chains; Control Measures

The content of this CoC BP also reflects the expectations of the Naue companies and the Business Partner towards any partners involved in their supply chains. The Naue companies therefore expect all companies involved in the supply chain (and especially the Business Partner itself) to comply with the content of this CoC BP or to apply a comparable CoC. The Naue companies assume that the Business Partner will, in turn, demand this expectation from the Contractual Partners in its supply chain.

5.3 Reporting Violations (Whistleblower System)

The Business Partner will take very seriously any report of a breach or alleged threatened breach of the principles of this CoC BP. In the event of such reports, the Business Partner will take steps to properly and confidentially investigate and, if necessary, take appropriate corrective or preventive action. In order to be able to receive reports, the Business Partner shall establish or have established, to the extent

required by law, an appropriate body to which suspected (threatened) violations of the principles contained herein can be reported.

Naue GmbH & Co. KG



-Sebastian Naue-
(Managing Director)

¹ Universal Declaration of Human Rights

² UN Guiding Principles on Business and Human Rights

³ OECD Guidelines for Multinational Enterprises

⁴ ILO Convention Nos. 138 and 182

⁵ ILO Convention Nos. 29 and 105

⁶ ILO Convention Nos. 26 and 131

⁷ ILO Convention No. 1; ILO Recommendation No. 110

⁸ ILO Convention Nos. 11, 87, 98, 135 and 141

⁹ ILO Convention Nos. 100, 111 and 159; ILO-Recommendation No. 165

¹⁰ ILO Convention Nos. 155, 183 and 184; ILO-Recommendation No. 164

¹¹ United Nations Convention against Corruption