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Supplier Code of Conduct

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0. Version History

Version	Changes	Author
00	04.03.2021: Initial document creation as a controlled document in a German version (version 1.0 according to previous numbering scheme)	Werner Martin
01	11.03.2021: Update due to change of company name	Werner Martin
02	28.02.2024: Update with a view to SAQ requirements	Petra Wallenborn
03	23.09.2024: Creation of an English version; update of both documents in accordance with the new template for work instructions (ii_EK_013_Verhaltenskodex_fuer_Vertragspartner_im_Einkauf.docx and ii_EK_013_Supplier_Code_of_Conduct.docx)	Tina Etzelsdorfer
04	30.06.2025: Classification changed from confidential to public	Gunther Wisinger

1. Purpose

This Code of Conduct serves to oblige our suppliers and contractors to comply with the guidelines set out in this document in all business transactions.

2. Responsibilities

This Code of Conduct applies to all companies that provide products or services to iinovis Holding GmbH & Co. KG or iinovis GmbH and iinovis Testing Spain, S.L. (hereinafter referred to as "iinovis"), as well as their subsidiaries and affiliates, joint ventures and divisions.



3. Description

Compliance with the law is of utmost importance for our company. Violations of the law must be avoided under all circumstances, especially offences punishable by imprisonment, fines or penalties. Any discrimination based on race, skin colour, nationality, gender, age, disability, trade union membership, maternity, sexual orientation, marital status, gender identity or gender expression is strictly prohibited.

Suppliers and contractors play an important role in iinovis's value chain. This iinovis Supplier Code of Conduct ("Code") has been created to define the requirements iinovis's suppliers and contractors must comply with in their dealings with iinovis and its employees. The Code is based on iinovis's Code of Conduct and other internal policies as well as international conventions and standards.

This Code shall form an integral part of any agreement between iinovis and its suppliers and contractors and it applies to all iinovis suppliers and contractors and their group companies as well as their employees and agents (hereinafter individually referred to as "Supplier" and collectively as "Suppliers"). The Supplier is obliged to ensure that this Code is cascaded down its organisation and also in its own supply chain and is complied with accordingly. The Supplier shall conduct periodic reviews regarding compliance with this Code. In addition, iinovis is authorised to perform an on-site audit after reasonable advance notice.

The Suppliers' compliance with this Code is a prerequisite for doing business with iinovis. iinovis aims to be a preferred business partner and promotes trusting and fair relationships with all its business partners.

4. Social Sustainability

4.1 Compliance with Human Rights

The Supplier is obliged to respect internationally applicable <u>human rights</u> and to promote their observance. In all business activities within its own sphere of influence, the Supplier shall endeavour to ensure that neither it nor its suppliers and contractors commit or are involved in any human rights violations.

4.2 Use of Private or Public Security Forces

The Supplier confirms that the role of <u>public or private security forces</u> throughout the supply chain is to protect employees, facilities, equipment and property in accordance with the rule of law and guaranteed human rights.

It must be ensured that those affected are protected against extensive violence, torture, inhuman or degrading treatment, injury to life and limb or the impairment of freedom of association and assembly.

The Supplier excludes the possibility of contributing directly or indirectly to the support of public or private security forces that exercise unlawful control over extraction sites, transport routes and upstream actors in the supply chain.

4.3 Child or Forced Labour

The Supplier shall not use <u>child labour</u> under any circumstances or engage suppliers or contractors that do so. The minimum working age is the age of completion of compulsory school, but under no circumstances under the age of 15 years. Young employees within the



age range of 15 – 18 years shall not be exposed to work that is likely to harm their physical or mental health, safety or morals.

The Supplier is not to allow any form of <u>forced labour</u>, wage slavery, involuntary labour or other measures that are physically coercive, threatening, abusive or exploitative. The Supplier may not force employees to hand over their identity card or passport as a precondition for employment.

4.4 Discrimination, Equality of Opportunities and Women's Rights

The Supplier shall be committed to offer <u>equal opportunities</u> in employment and professional training (<u>ethical recruitment</u>). The Supplier shall create an environment that is free from <u>discrimination</u> on the grounds of gender identity, marital status or pregnancy, race, age, sexual orientation, religious or political beliefs, impairment, family responsibility or family status or other similar characteristics which do not relate to the individual's qualifications or the inherent requirements for the job in question.

The selection, recruitment and development of employees shall always be based on their qualifications and skills.

The Supplier guarantees compliance with the transparency of the application and recruitment process and the equal treatment of all applicants and employees.

The contracting party condemns any distinction, exclusion or restriction based on gender that has the effect or purpose of impairing or frustrating the recognition, enjoyment or exercise by women of human rights and fundamental freedoms based on the equality of men and women. The selection, recruitment and promotion of employees shall always be based on their qualifications and skills.

The Supplier guarantees compliance with the transparency of the application and recruitment process and the equal treatment of all applicants and employees.

The Supplier condemns any distinction, exclusion or restriction based on gender that has the effect or purpose of impairing or frustrating the recognition, enjoyment or exercise by women of human rights and fundamental freedoms based on the <u>equality of men and women</u>.

4.5 Rights of Minorities and Indigenous Peoples

The Supplier respects the <u>rights of minorities and Indigenous peoples</u> and pays attention to the impact of its business activities and those of its suppliers and contractors on the human rights of these groups.

4.6 Respect and Dignity

The Supplier shall treat its employees with <u>dignity and respect</u> and ensure that all its employees benefit from a harassment-free working environment. No employee shall be exposed to verbal, psychological, physical or sexual harassment or abuse.

4.7 Working Hours, Social Benefits and Wages

The Supplier shall ensure that the <u>working hours</u>, <u>wages</u> and <u>social benefits</u> of its employees comply with all applicable laws and regulations, including those relating to overtime hours and



minimum wages. These conditions shall be provided to the employees in a format and language they can easily understand.

4.8 Freedom to Associate and Collective Bargaining

The Supplier shall respect its employees' <u>right of association and collective bargaining</u> in compliance with all applicable laws and regulations. The Supplier is to ensure that its employees are always able to communicate and share ideas and concerns openly with the management without any fear of discrimination or retaliation. If the freedom of association or the right to collective bargaining are restricted by local laws, the Supplier shall allow other forms of employee representation and association.

4.9 Whistleblowing and Protection against Retaliation at the Workplace

The Supplier shall establish a <u>reporting channel</u> in accordance with Directive (EU) 2019/1937 or comparable national legislation which enables its own employees as well as other potentially affected persons to anonymously and confidentially report suspected violations of legal or internal company requirements without having to fear or risk unfair treatment, discrimination or disadvantages as a result. This reporting channel is also to be used for the <u>complaints procedure</u> under Directive (EU) 2024/1760 or comparable national legislation through which internal and external persons can inform the Supplier of human rights or environmental risks or violations in their own business area and in the supply chain.

The Supplier must also contractually pass on this obligation to its suppliers and contractors and, as far as possible and reasonable, must ensure that this obligation is passed on along the supply chain.

4.10 Occupational Health and Safety

Health and safety are essential for all activities at all iinovis locations. Likewise, <u>health and safety at the Supplier's workplace</u> play an important role for iinovis. The Supplier shall provide workplace health and safety at a level that is at least in accordance with all applicable national laws and regulations. The working environment shall also enhance the quality of the products or services of the Supplier and the consistency of its production as well as employee retention. Appropriate emergency procedures shall be identified and properly implemented, including appropriate information and training with respect to occupational health and safety as well as the respective equipment and gear.

5. Sustainability and Environmental Protection

5.1 Environment-friendly Production

The Supplier is to ensure that the processes in all its production stages promote <u>optimal</u> <u>environmental protection</u>, resource efficiency and responsible purchasing of raw materials (incl. CMRT).

In particular, the Supplier shall obtain and maintain all environmental permits, licenses and registrations necessary for its operations and shall ensure compliance with all associated requirements. The Supplier shall monitor, track and document its environmental performance and minimise environmental impact from its operations, products and services.

The Supplier must also contractually pass on this obligation to its suppliers and contractors and, as far as possible and reasonable, must ensure that this obligation is passed on along the supply chain.



5.2 Environment-friendly Products

The Supplier guarantees that all <u>products</u> manufactured along the supply chain <u>fulfil</u> the <u>environmental protection standards</u> of their respective market segment. This includes all materials and substances used in production.

5.3 Avoidance of hazardous substances

The Supplier aims to discontinue the use of <u>hazardous substances</u> whose release poses a risk to people and the environment and to use less hazardous substances instead. These substances must be recorded in the IMDS database throughout the entire supply chain and also declared, handled, transported, stored, recycled and disposed of separately. <u>Sustainable chemicals management</u> is an essential focus for all Suppliers who work with hazardous substances or use them in production. Compliance with laws and standards is the minimum requirement.

5.4 Responsible Sourcing of Raw Materials

The Supplier is expected to understand the origin and source of the raw materials used in its products. The Supplier shall especially follow OECD Due Diligence guidelines with respect to sourcing, extraction and handling of <u>conflict minerals</u> such as tantalum, tin, tungsten, gold and cobalt. In addition, the Supplier shall reliably determine the origin and source of such minerals in order to ensure that the sourcing of such minerals does not directly or indirectly finance or benefit any armed groups, directly or indirectly breach human rights or negatively impact the environment.

The use of <u>renewable</u> resources is to be preferred.

5.5 Avoidance and Reduction of Emissions

5.5.1 Energy Consumption and Greenhouse Gas Emissions

The Supplier and its suppliers and contractors are required to take appropriate measures to further reduce <u>energy consumption</u> and thus increase <u>energy efficiency</u> and protect the climate and valuable resources. The aim should be to increase the proportion of renewable energy. The long-term objective should be to achieve climate-neutral production and deliveries by proactively reducing greenhouse gas emissions - also when expanding production sites and supply fleets.

5.5.2 Air Emissions

The Supplier must routinely monitor, check and, if necessary, treat <u>air emissions</u> from the operating processes. It is also responsible for monitoring its exhaust gas purification systems and is required to find cost-effective solutions to minimise air emissions and thereby improve air quality.

5.5.3 Decarbonisation

The Supplier should prioritise the use of low-carbon energy and minimise the use of fossil fuels in order to gradually reduce $\underline{CO_2}$ emissions and thus support the "European Green Deal" (a climate-neutral Europe by 2050) in the best possible way.



5.5.4 Noise Emissions

The Supplier ensures the reduction of <u>noise emissions</u> to a minimum and compliance with the legal requirements for workplace and environmental noise by means of suitable noise protection measures and noise prevention.

In doing so, the Supplier shall take into account the specific requirements of employees and local communities and residents by keeping its noise emissions as low as possible through technical measures (e.g. enclosure of the noise source), organisational measures (e.g. separating the noise source from people) and personal measures (personal protective equipment).

5.6 Soil Quality

The Supplier must take measures to avoid unauthorised, harmful soil pollution (based on national and international laws and official regulations) caused by its products, required materials or waste products and to protect soil quality.

5.7 Water Quality, Consumption and Management

The Supplier must organise its water management in such a way that the ecological balance is maintained and restored, the direct and indirect consumption of energy and resources is minimised and the measures introduced or taken are as flexible and modifiable as possible and the possible consequences are reversible.

The Supplier is expected to reduce the impairment of <u>water quality</u> to the absolute minimum, to promote good water quality to the maximum extent possible, to minimise the <u>consumption</u> of water, not to pollute water bodies and groundwater and to reduce the generation of wastewater from operational processes to a minimum.

5.8 Biodiversity, Animal Welfare, Land Use and Deforestation

The Supplier undertakes to identify and comply with national and international laws and official regulations on <u>biodiversity</u>, <u>land use and deforestation</u> in all projects.

The Supplier supports activities for the preservation of our biodiversity and for <u>Animal welfare</u>, optimises land use in possible construction projects and ensures that the production of agricultural raw materials along the deforestation-free supply chain does not impair the forest ecosystems in a defined area - neither in terms of their total area nor their condition.

The Supplier undertakes to treat living beings responsibly and ensures compliance with national and international legal standards on animal welfare.

5.9 Land, Forest and Water Rights and Forced Eviction

The Supplier recognises and respects the existence of land use rights or customary rights and the associated rights of communities, Indigenous peoples and individuals. The Supplier shall refrain from unlawful forced evictions and the unlawful seizure of land, forests or bodies of water whose use secures a person's livelihood.

5.10 Waste Prevention and Management

The Supplier is expected to ensure that, at an early stage, its processes and procedures as well as its purchasing activities are designed to <u>conserve resources</u> and <u>avoid waste</u> from both an economic and ecological perspective. Directive 2008/98/EC and its waste hierarchy serve as a guideline: Waste prevention, reuse, recycling, other recovery of waste, waste disposal.



6. Ethical Business Conduct

6.1 Compliance with Laws and Regulations

The Supplier shall comply with all applicable <u>laws and regulations</u>, including applicable export control laws, international trade sanctions and customs regulations. The Supplier is strongly encouraged to observe all applicable international and industry standards and best practices. If local practices or customs are in contradiction with this Code, the Supplier shall comply with the Code.

6.2 Export Control and Economic Sanctions

Our Suppliers are obliged to comply with all <u>economic sanctions</u>, export control laws, <u>export</u> and import laws for goods, software, services and technologies.

Certain goods, services and information are subject to restrictions on exports to or imports from certain countries. In the context of international business transactions, our Suppliers must comply with all export control regulations and, in the case of cross-border transactions, must carefully check whether export control restrictions apply to goods, services or information. In addition, countries or potential business partners (companies and individuals) may be listed on embargo or sanctions lists. Before a Supplier enters into a transaction, it must ensure that no sanctions are violated in the course of the transaction.

6.3 Financial Responsibility

We expect our Suppliers to be <u>financially responsible</u> and to comply with the legal requirements of proper accounting and record-keeping.

6.4 Disclosure of Information

Our Suppliers <u>disclose information</u> regarding their business activities, structure and financial situation in accordance with applicable regulations and standard industry practices.

6.5 Prohibition of Corruption and Bribery

The Supplier is to have a zero-tolerance policy regarding all kinds of corruption, such as <u>bribery</u> and <u>embezzlement</u>. The Supplier commits to conduct its business in an ethical manner by maintaining a culture of transparency, openness, compliance and integrity.

Bribery is defined as providing, offering or accepting something of value - i.e. a benefit - to or from a third party, whether directly or indirectly, with the intention of improperly gaining some kind of advantage e. g. influencing an action or decision. Bribes may take the form of gifts, entertainment and hospitality or any other kind of benefit or advantage.

Customary and reasonable business courtesies are permitted as long as these are given in compliance with applicable laws.

The Supplier guarantees that decisions are made exclusively on the basis of objective criteria and are not influenced by personal interests and relationships.

6.6 Avoidance of Conflicts of Interest

The Supplier shall avoid any interaction with an iinovis employee that conflicts or appears to conflict with the employee's obligation to act in the best interests of iinovis. The Supplier



communicates honestly and transparently. It discloses potential or <u>actual conflicts of interest</u> at the workplace in a timely manner to allow for examination and also definition of necessary measures. A <u>conflict of interest</u> exists if an employee's private interest could collide with the interests of the company.

Business decisions may only be made on the basis of objectively comprehensible business criteria and not under the potential influence of personal interests or relationships.

6.7 Prevention of Money Laundering and Terrorist Financing

The Supplier shall comply with the relevant statutory provisions for the <u>prevention of money laundering and terrorist financing</u>.

Money laundering occurs when funds, assets or substitute items for such assets originating from criminal offences are brought into the legal economic cycle.

<u>Terrorist financing</u> occurs when funds or other assets are made available to support terrorist aims or organisations.

6.8 Fair Competition

The Supplier supports and strives for fair competition and free markets and refuses to enter into discussions or agreements with competitors on prices, market shares or similar issues. The Supplier complies with all applicable laws (e.g. antitrust law) and regulations and requires the same from its employees.

6.9 Intellectual Property and Plagiarism

The Supplier shall comply with all applicable laws and international treaties relating to intellectual property rights. Technology and know-how transfer must be carried out in such a way that intellectual property rights are protected. The Supplier shall prevent any infringement of intellectual property rights of iinovis or a third party. Counterfeit products may neither be brought into circulation nor acquired. The utilisation, use or application of counterfeit parts is expressly prohibited.

6.10 Information Security

The Supplier shall protect <u>confidential information</u> from unauthorised disclosure and use. It shall use sensitive or confidential data, information and documents from iinovis and its stakeholders or from third parties only in connection with its professional duties. It shall also observe any restrictions on use imposed by the owner of the information. The Supplier shall not disclose confidential information to third parties without the express permission of the owner of the information in question or on the basis of a clear legal obligation.

The Supplier may not disclose or use confidential information of iinovis and its stakeholders for purposes other than those agreed upon with iinovis.

6.11 Data Privacy

The Supplier is aware that contact data of persons involved must be exchanged in the course of the cooperation and in the sense of the business relationship. The Supplier shall process and manage such personal data in accordance with applicable laws and in compliance with mandatory regulations on the processing of personal data. In doing so, it shall observe that the collection, storage, processing and other use of personal data may only be conducted with the consent of the data subject or on a contractual or legal basis. Unauthorised access or unauthorised use or disclosure must always be prevented by means of suitable security measures. The Supplier guarantees that all the data it passes on to iinovis has been collected



and processed in accordance with applicable laws. It shall treat such information as confidential both during and after the term of the contract.

6.12 Continuous Improvement

iinovis is committed to continuous improvement. The Supplier strives to implement the Code throughout its value chain and to continuously seek to identify options for improvement.

7 Implementation of the Sustainability Policy

7.1 Monitoring and Compliance

The Supplier shall conduct periodic self-assessments and compliance reviews to ensure that it as well as its suppliers and contractors comply with this Code and all applicable laws and regulations.

In addition, iinovis is authorised to perform an on-site audit after reasonable advance notice. The Supplier, upon iinovis's request, shall provide all necessary information and documents to enable iinovis to verify its compliance. Any deviation from this Code must be rectified as quickly as possible. Should the Supplier - at the reasonable discretion of iinovis - have committed a material breach of the Code, iinovis shall be entitled to terminate the business relationship with the Supplier for cause with immediate effect. In this case, the Supplier shall not be entitled to any compensation.

7.2 Reporting of Violations

It is the Supplier's responsibility to promote and pass on compliance with the principles of this Code along its own supply chain to the best of its ability. If, at the reasonable discretion of the Supplier, there is a serious breach of the Code, the Supplier must report this breach to its contact person in iinovis's purchasing department as soon as possible.