

Code of Conduct for Business Partners of RÖHM GmbH

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1. Preamble

RÖHM GmbH is committed to ecologically and socially responsible corporate management. In doing so, we expect our employees to uphold the principles of ecological, social and ethical behavior during their work and to set a good example to ensure the realization of responsible corporate management. We expect the same from our suppliers and customers. We strive to optimize our business activities and our products in terms of sustainability. In the course of this, we ask our contractual partners to contribute to this in the sense of a holistic approach and, if necessary, to support us in the implementation of auditing procedures.

For future cooperation, the contractual partners agree on the validity of the following regulations for a joint code of conduct. This shall apply as the basis for all future deliveries. In doing so, the contractual partners undertake to comply with the principles and requirements of the Code of Conduct. We also require our suppliers to contractually obligate their subcontractors to comply with the following regulations and standards.

The Code of Conduct for Customers and Suppliers comes into force on the day of its publication. Any violation of this Code of Conduct may result in a warning and, ultimately, in the termination of the business relationship. Our Code of Conduct is based on national legislation, EU directives, as well as recognized international conventions, in particular the "Universal Declaration of Human Rights" of the United Nations, the Guidelines on Children's Rights and Business Conduct, the United Nations Guidelines on Business and Human Rights, the international labor standards of the International Labor Organization, as well as the "Global Compact" of the United Nations.

2. Requirements for suppliers and customers

2.1 Social responsibility

2.1.1 Exclusion of forced labor

The contractual partners undertake to respect the right to free choice of employment. Forced labor, slave labor, human trafficking or comparable work is prohibited. In addition, there shall be no unacceptable treatment of workers, such as anything psychological, sexual or any physical harassment.

2.1.2 Prohibition of child labor

Child labor shall not be used at any stage of production. The contractual partner undertakes to comply with the recommendations from the ILO conventions on the minimum age for the employment of children. The age of the workers shall not be lower than the age at which compulsory education ends and shall in any case not be lower than 15 years.

2.1.3 Fair remuneration

The wages paid to employees must comply with all legal requirements. This includes, among other things, the laws on the minimum wage, the payment of social benefits, and overtime. If the legal minimum wage is not sufficient to cover the cost of living, the contractual partner is obliged to pay a wage that covers basic needs. Wage deductions as punitive measures are not permissible in this regard.

2.1.4 Fair working hours

Working hours must comply with the applicable laws and industry standards. Workers must be granted at least one day off after six consecutive working days.

2.1.5 Freedom of association

The contractual partner shall respect the right of employees to freedom of association, to join trade unions, to call upon labor representatives or to join works councils in accordance with the locally applicable laws. Workers must also be able to communicate openly with management without fear of reprisal.

2.1.6 Prohibition of discrimination

Discrimination against employees in any form is prohibited. This applies to discrimination on the basis of gender, race, caste, skin color, disability, political conviction, origin, religion, age, pregnancy, as well as sexual orientation. The personal dignity, privacy and personal rights of individual employees must be respected.

2.1.7 Health protection; safety at work

The contractor is responsible for a safe and healthy working environment. Accidents and damage to health are to be prevented by setting up and applying appropriate occupational safety systems. In addition, employees shall be regularly informed and trained on applicable health and safety standards, as well as their measures. Workers shall be provided with access to drinking water in sufficient quantities. Likewise, access to clean sanitary facilities is guaranteed.

2.1.8 People in need of protection, minorities and indigenous peoples

The contractual partner respects the right to humane living conditions of the vulnerable, minorities and indigenous peoples.

2.1.9 Complaints system

The contractor is responsible at the operational level for establishing and maintaining an effective grievance mechanism for individuals and communities who may be affected by adverse impacts.

2.1.10 Dealing with Conflict Minerals

For the conflict minerals tin, tungsten, tantalum and gold, as well as other commodities such as cobalt, the Company establishes processes in accordance with the Organization for Economic Cooperation and Development (OECD) Guiding Principles on Due Diligence to Promote Responsible Supply Chains for Minerals from Conflict and High-Risk Areas and expects its supplier to do the same. Smelters and refiners without adequate, audited due diligence processes are to be avoided.

2.2 Ecological responsibility

2.2.1 Industrial wastewater

The contractor agrees to implement appropriate measures to reduce the generation of wastewater. Wastewater from operations, manufacturing processes, and sanitary facilities shall be typed, monitored, tested, and treated as necessary prior to discharge or disposal.

2.2.2 Emissions

Emissions from operations (air, noise, and greenhouse gas emissions) shall be minimized and typed, routinely monitored, inspected, and treated as needed prior to release. The contractor shall also be responsible for monitoring its cleanup and abatement systems and shall be required to find economical solutions to minimize any emissions.

2.2.3 Waste and Hazardous Materials

The contractor shall follow a systematic approach to identify, handle, reduce, and

responsibly dispose of, or recycle, solid waste. In doing so, chemicals or such materials that pose a hazard if released into the environment shall be identified and then disposed of in a manner that ensures the required safety standards are met when handling, transporting, storing, using, recycling, or reusing these materials.

2.2.4 Reduction of consumption of raw materials and natural resources

The use and consumption of resources during the production process and the generation of waste of any kind, including water and energy, shall be reduced or avoided. This can be done, for example, by procedures and measures such as changing the production and maintenance processes in the company, using renewable energy or using alternative materials, saving, recycling, or helping to reuse materials.

2.2.5 Energy consumption/efficiency

Energy consumption shall be monitored and documented. Economic solutions shall be found to improve the energy balance and minimize energy consumption.

2.2.6 Biodiversity

The protection of natural ecosystems, in particular the protection of endangered wildlife habitats and the sustainable use of natural resources shall be ensured. This includes supply chains that do not involve deforestation or logging.

2.3 Ethical business conduct

2.3.1 Fair competition

The contractual partner shall comply with the standards of fair business conduct, fair advertising, and fair competition. In addition, the applicable antitrust laws shall be applied, which, in dealing with competitors, prohibit in particular agreements and other activities that influence prices or conditions. Furthermore, these regulations prohibit agreements between customers and suppliers that are intended to restrict customers' freedom to determine their prices and other conditions autonomously when reselling.

2.3.2 Confidentiality/ Data Protection

Private information shall be protected in an appropriate manner. The contractual partner shall observe the laws on data protection and information security, as well as official regulations, when collecting, storing, processing, transmitting and forwarding personal information.

2.3.3 Intellectual property

The contractual partner shall respect intellectual property rights; technology and know-how transfers shall be carried out in such a way that intellectual property rights and customer

information are protected.

2.3.4 Integrity/ Bribery/ Taking Advantage

The highest standards of integrity must be ensured in all business activities. The contractor shall have a zero tolerance policy in prohibiting all forms of bribery, corruption, extortion and embezzlement. Procedures shall be in place to monitor and enforce standards to ensure compliance with anti-corruption laws.

2.3.5 Conflicts of Interest

Business partners shall always make decisions based on objective, understandable criteria and shall not be influenced by extraneous interests or personal relationships.

3. Implementation of requirements at suppliers

We expect our suppliers to identify risks within their supply chains and to take appropriate countermeasures when they are detected. In case of suspected violations, as well as to safeguard supply chains with increased risks, we require the disclosure of these supply chains.

We reserve the right to verify compliance with these regulations and standards using self-assessment questionnaires and auditing procedures at the contract partner's production sites. Should the contractual partner fail to comply with the requirements of this agreement, we will take appropriate measures, which may include suspension or termination of any business relationship.

4 Implementation of the requirements at customers

We also expect our customers to comply with the provisions of the Code of Conduct. Should they violate the provisions of the Code of Conduct in the course of their business activities, RÖHM reserves the right to issue warnings to remedy the deficiencies, to set a deadline for remediation and, if necessary, to initiate further measures.

5 Reporting of violations

We ask our contractual partners to inform the Compliance Officer of RÖHM GmbH about possible violations of our employees, so that we can also take appropriate countermeasures. For information on the current reporting system, please refer to our website.

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