

SUPPLIER CODE OF CONDUCT

1.1. Code of Conduct

By entering into and signing this agreement, the Supplier declares that it has taken note of the METZ CONNECT Code of Conduct applicable at the time this agreement is entered into (hereinafter the “Code of Conduct”), which is available for unrestricted download online at the following link:

<https://www.metz-connect.com/downloads>

is available for unrestricted download, and acknowledges that it forms a binding part of this agreement, including all rights and obligations. The Supplier further declares that it will comply with the requirements and provisions of the Code of Conduct in every respect and will ensure compliance through all measures necessary. Compliance with the obligations set out in the Code of Conduct and the principles formulated below constitutes a material obligation arising from the contractual relationship with METZ CONNECT.

1.2. Compliance

1.2.1 Due Diligence Obligations in the Supply Chain

The Supplier undertakes to take all measures that are necessary, appropriate and reasonable to ensure compliance throughout the supply chain with the human rights and environmental obligations set out in the Code of Conduct. The obligation to comply with any different or more extensive obligations arising from applicable laws, European legal provisions and/or international conventions remains unaffected.

The Supplier undertakes, upon request, to provide METZ CONNECT with all information required to enable it to assess the risks of breaches of the human rights and environmental obligations set out in the Code of Conduct by the Supplier and its own direct and indirect suppliers within the supply chain.

In the event of a breach of the human rights and/or environmental obligations set out in the Code of Conduct and/or applicable laws, or where there are reasonable grounds to suspect such a breach within the Supplier’s supply chain, the Supplier shall notify METZ CONNECT without undue delay and inform it of the remedial measures it will take to remedy the breach and prevent future breaches. If the Supplier fails to notify METZ CONNECT without undue delay or to take suitable remedial measures within 60 calendar days of becoming aware of the breach, METZ CONNECT shall be entitled to terminate the agreement extraordinarily and without notice for good cause. METZ CONNECT may refrain from doing so if the Supplier credibly assures and demonstrates that it has promptly initiated counter-measures to remedy the existing breach and/or prevent future breaches.

Where, in an individual case, METZ CONNECT requests information from the Supplier concerning existing human rights or environmental risks and/or access to the Supplier’s production processes or performance of services and to documents and processes relating to the product, for the purpose of verifying compliance with the obligations described in the Code of Conduct, the Supplier undertakes to provide such information truthfully and to permit such verifications and/or audits in its relevant business areas, providing all reasonable assistance.

The Supplier’s obligation to provide information and permit verifications/audits shall apply accordingly where these are intended to obtain information required by METZ CONNECT to assess its own compliance and/or prepare its own reports. METZ CONNECT shall conduct such a verification only after prior notice, allowing representatives of the Supplier to be present and in compliance with the

applicable statutory provisions. The Supplier undertakes to provide all competent authorities in Germany and abroad with the information and disclosures to which they are entitled under applicable law, fully and within the required deadlines, and to inform METZ CONNECT in writing of any such requests for information insofar as they relate to the product.

Furthermore, the Supplier shall ensure that it conducts its own internal training and continuing education suitable for instructing its employees in the required compliance with the human rights and environmental requirements set out in the Code of Conduct and enabling them to enforce these requirements throughout the supply chain. At METZ CONNECT's request, it shall send qualified employees to participate in corresponding training and continuing education offered by METZ CONNECT.

The Supplier shall fully indemnify and hold harmless METZ CONNECT, its legal representatives, corporate bodies and employees from and against all claims, losses, expenses and costs incurred by them as a result of breaches by the Supplier of the human rights and environmental obligations under this clause and the Code of Conduct, unless the breach is attributable to METZ CONNECT or a third party commissioned by it.

The Supplier undertakes to include obligations of the same or at least equivalent content concerning compliance with the human rights and environmental obligations under the Code of Conduct in its contracts with any suppliers within its supply chain.

The Code of Conduct shall be regularly reviewed for compliance with the applicable legal framework and amended where necessary. METZ CONNECT shall notify the Supplier of this by e-mail. Irrespective of this, the Supplier is obliged to inform itself at regular intervals about possible updates to the Code of Conduct and implement them.

1.2.2 Employment and Social Security Law

In addition, the Supplier undertakes to comply with the applicable statutory provisions combating undeclared work, the German Act on the Posting of Workers, the German Act on Temporary Agency Work, the German Minimum Wage Act and the provisions of social security law, in particular those concerning the payment of social security contributions.

In particular, the Supplier undertakes to pay its employees at least the statutory minimum wages. The Supplier further undertakes to engage only such subcontractors or suppliers as contractually undertake towards it likewise to pay their employees at least the statutory and/or contractually agreed minimum wages.

The Supplier shall maintain continuous records of the employees deployed on the construction site by it and its subcontractors. These records must include the name, nationality and date of birth of each employee deployed. The Supplier shall ensure that all persons working for it or on behalf of its subcontractors carry an identity document with them at all times. METZ CONNECT reserves the right to carry out corresponding checks. Upon request, the Supplier shall provide METZ CONNECT with these records and evidence that social security contributions have been paid.

The Supplier shall indemnify and hold METZ CONNECT harmless from all claims brought by its employees, the employees of any of its subcontractors, all employees of further downstream subcontractors and any labour providers, and the social insurance funds, in particular pursuant to Section 14 of the German Act on the Posting of Workers (AEntG), Section 28e (3)(a)–(f) of the German Social Code, Book IV (SGB IV), and any other statutory provisions imposing corresponding liability. In the event of a breach of the German Minimum Wage Act, the Supplier shall fully indemnify METZ CONNECT against all obligations associated with such breach and shall additionally compensate METZ CONNECT for any loss resulting from a culpable breach. The same obligation shall apply if a subcontractor or supplier engaged by the Supplier breaches the German Minimum Wage Act. If an employee of the Supplier asserts a claim against METZ CONNECT for payment of the statutory minimum wage, the Supplier shall provide METZ CONNECT with all information necessary to defend against the claim and any payment proceedings. This shall also apply after termination of the contractual relationship until expiry of the applicable statutory limitation period between the Supplier and METZ CONNECT.

The Supplier warrants that it will impose corresponding obligations on subcontractors or suppliers engaged by it and promptly provide METZ CONNECT with the necessary information if an employee of such subcontractor asserts claims against METZ CONNECT.

1.3. Anti-Corruption

The Supplier agrees and warrants that it shall:

- (a) comply with all anti-corruption laws applicable to its business activities; (b) neither directly nor indirectly, through a third party acting on the Supplier's behalf, has offered, promised, given or authorised, or shall offer, promise, give or authorise, any payment or anything of value (e.g. cash or cash equivalent, gifts, travel and hospitality, shares, employment offers, etc.) to any person with the intention of inducing that person to engage in improper or unlawful conduct or securing an improper business advantage;
- (c) has not made and shall not make any "facilitation payments" or bribes to any person in order to expedite and/or enable and/or, as the case may be, prevent routine governmental, administrative or statutory actions (e.g. the issue of permits, visas and licences, the scheduling of inspections, customs clearance, the performance of governmental control measures, etc.);
- (d) neither directly nor indirectly, through a third party acting on the Supplier's behalf, has offered, promised, given, requested, received or agreed to or accepted the receipt of anything of value by or from any person for the purpose of improperly influencing, inducing or rewarding the performance of any act or decision, and shall not do so.

1.4. Sanctions Clause

(1) The Supplier warrants that it shall comply with all sanctions of the United Nations, the European Union, the Federal Republic of Germany, the United States of America and the United Kingdom currently in force and applicable during the performance of its contractual obligations (hereinafter the "Sanctions"). In particular, the performance of its contractual obligations and the supply of its products or services (including the transport of the products) shall not violate and shall not in future violate any such Sanctions.

It further warrants that it

- is not itself a person designated under the Sanctions;
- is neither directly nor indirectly controlled by a person designated under the Sanctions;
- is not involved in any transaction intended to circumvent the Sanctions in connection with this agreement or otherwise; and
- has not violated the Sanctions before or upon entering into this agreement and is not aware of any investigation by competent national authorities or international bodies concerning a possible violation of the Sanctions.

(2)

If, during the performance of its contractual obligations, the Supplier is accused by a competent national authority or an international body, for whatever reason, of violating the Sanctions, or if such an accusation was made before this agreement was entered into, the Supplier shall promptly inform METZ CONNECT in writing and in full of the matter, without prejudice to the warranty in paragraph (b) above. Upon request, the Supplier shall promptly provide all further necessary and reasonable information. Without being requested to do so, the Supplier shall inform METZ CONNECT if the allegation of a violation of the Sanctions by the Supplier has been dispelled, or if a competent national authority or international body has established a violation of the Sanctions or imposed a fine or other administrative sanction on the Supplier for such violation.

Supplier’s signatures

Date:		Date:	
Signature:		Signature:	
Name:		Name:	
Position:		Position:	
Company stamp:			