

## Code of Conduct for Business Partners

Hellma GmbH & Co. KG and its affiliated companies (hereinafter "HELLMA", "we") are aware of their social and corporate responsibility.

As a basic requirement for a lasting business relationship, HELLMA expects all business partners who supply goods to HELLMA or provide services to HELLMA (hereinafter collectively referred to as "Suppliers") to fully comply with applicable laws, conduct their business in an ethical manner and adhere to the principles described in this Code of Conduct.

In addition, we expect Suppliers to use their best efforts to implement the principles described with their own suppliers, sub-contractors, and vendors.

It goes without saying that HELLMA also fully complies with the requirements of this Code of Conduct.

### 1. Human Rights and Working Conditions

We expect suppliers to ensure compliance with internationally recognized human rights and to avoid causing or participating in human rights abuses. In addition, we expect our suppliers to comply with the fundamental labor rights of the applicable law and to recognize the core labor standards of the ILO.

#### 1.1 Prohibition of forced labor

Suppliers shall not employ persons in forced or compulsory labor. Suppliers shall not use any form of slavery. All activities must be carried out on a voluntary basis and must not be the result of debt bondage or human trafficking. The employees of our suppliers must be free to separate from their employer in compliance with the statutory notice periods. The withholding of identification documents or work permits with the purpose of making this more difficult is prohibited.

#### 1.2 Prohibition of child labor

Suppliers do not employ children under the age at which compulsory schooling ends under the law of the place of employment, and in no case may the minimum age be less than 15 years. In addition, children do not perform any risky work for them, for which a minimum age of 18 years is required under ILO Convention 182.

#### 1.3 Harmful consumption of resources

Suppliers shall refrain from causing harmful soil degradation, water pollution, air pollution, harmful noise emission or excessive water consumption that significantly affects the natural basis for the preservation and production of food, denies a person access to safe drinking water, impedes or destroys a person's access to sanitary facilities or harms a person's health.

#### 1.4 Unlawful Taking of Land

We expect our suppliers to comply with the prohibition of unlawful eviction and the prohibition of unlawful taking of land, forests and waters when acquiring, developing or otherwise using land, forests and waters whose use secures a person's livelihood.

#### 1.5 Respect for Employees, Prohibition of Discrimination

Suppliers shall treat all workers with respect and dignity and create an environment free from inappropriate treatment. This includes sexual harassment and discrimination, including ambiguous gestures, unwelcome language or physical touching, and the use of coercion, threats and intimidation, threats and intimidation. Suppliers shall promote equal opportunity and shall not discriminate against, favor or harass any employee on the basis of, for example, national or ethnic origin, social origin, age, gender, color, cultural affiliation, sexual identity and orientation, health status, disability, political opinion, religion or belief, unless it is based in the requirements of employment. Unequal treatment includes, in

particular, the payment of unequal remuneration for work of equal value.

#### 1.6 Freedom of Association and Coalition

Suppliers shall respect the freedom of association and recognize the right of employees to freely form or join trade unions. Employees shall not be discriminated against or given preferential treatment for forming, joining or being a member of a trade union or other employee representative body. Suppliers shall allow trade unions to operate freely and in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining.

#### 1.7 Compensation of Employees

Suppliers shall pay workers a reasonable wage. The reasonable wage shall be at least the minimum wage determined by the applicable law and shall otherwise be determined by the law of the place of employment, in particular the applicable collective bargaining agreements. In the absence of any legal provisions, suppliers shall pay their employees a wage that is sufficient to cover their basic living requirements.

#### 1.8 Health and Safety

Suppliers shall comply with all applicable health and safety and working time regulations at the place of employment. They shall allow workers to take rest breaks at reasonable intervals.

Each worker shall have the right to at least one uninterrupted day off per week. Suppliers shall ensure that working hours are recorded and include overtime and extra work as required by law in the country of employment. Where these do not exist, the total weekly working time shall not exceed 60 hours.

We expect suppliers to have appointed a responsible person to ensure that workplaces and work processes comply with legal requirements and that health hazards are excluded to the best of their knowledge. Suppliers shall make protective equipment available to their employees free of charge and shall provide documented instruction at regular intervals on its proper use and on the prevention of occupational accidents.

#### 1.9 Use of safety personnel

Suppliers shall ensure that any private or public security personnel engaged or used by them are adequately trained and controlled to ensure that they comply with all applicable laws when deployed, in particular that they observe the prohibition of torture and cruel, inhuman or degrading treatment, do not unlawfully harm the life or limb of others and do not interfere with the freedom of association and freedom of organization of workers.

## 2. Business Ethics

We expect our suppliers to comply with all applicable laws, rules and regulations and to take appropriate measures to ensure compliance with these laws, rules and regulations.

### 2.1 Prohibition of corruption and bribery

We expect suppliers to refrain from any form of corruption or bribery and not to participate directly or indirectly in it. In this context, benefits may not be promised, given or accepted in return for preferential treatment in business dealings, neither to private parties nor to representatives of government or public authorities. This also includes refraining from granting or accepting improper acceleration payments. Invitations and gifts to employees of HELLMA may only be granted if the occasion and extent are appropriate, i.e. if they are of low value and are within the bounds of customary hospitality, custom and courtesy. Suppliers shall observe HELLMA's prohibition on accepting monetary gifts.

Contributions to political parties and organizations must always be made transparently and in accordance with the anti-corruption laws in force in the respective country.

### 2.2 Avoidance of conflicts of interest

Suppliers shall ensure in their business activities with customers, their own suppliers and other business partners that there are no conflicts of interest, such as shareholdings, which could influence business relations.

### 2.3 Fair competition and intellectual property rights

Suppliers shall act in accordance with all national and international competition laws. In their dealings with competitors, Suppliers shall not engage in any unlawful agreements or other actions that improperly influence prices or delivery terms or that improperly impede free and open competition, such as price fixing or sharing of markets or customers. Suppliers shall respect the intellectual property rights of HELLMA and others.

### 2.4 Foreign Trade and Customs Regulations, Money Laundering and Financing of Terrorism

Suppliers shall comply with all applicable foreign trade and customs regulations. This includes consistent compliance with all applicable export control, embargo and sanctions regulations as well as obtaining any required official export licenses. Suppliers shall provide HELLMA with all information relevant to compliance with the aforementioned regulations. This includes, in particular, the export control classification number (ECCN), the goods tariff number according to the harmonized system, the country of origin and, if applicable, proof of preferential trade. Suppliers shall also comply with all applicable money laundering regulations and shall not directly or indirectly promote the financing of terrorism.

### 2.5 Due Diligence Requirements in the Supply Chain

HELLMA strives to work in partnership with suppliers and expects suppliers to comply with the principles of the HELLMA Code of Conduct and to act accordingly.

We expect suppliers to comply with the supply chain due diligence regulations applicable to them and to make reasonable efforts to ensure that their own suppliers, subcontractors and suppliers also comply with these principles.

## 3. Data Protection and Information Security

We expect suppliers to use personal data only process personal data lawfully on the basis of applicable data protection regulations and only for legitimate purposes. Information received by suppliers in cooperation with HELLMA must be

treated confidentially and may not be disclosed to third parties without authorization. In particular, non-disclosure agreements and all other agreed information security requirements must be strictly observed.

Suppliers shall organizationally ensure adequate protection and appropriate handling of all information with regard to confidentiality, availability and integrity.

## 4. Conflict Minerals

If Suppliers deliver products to HELLMA that contain gold, tin, tungsten or tantalum ("Conflict Minerals"), they will, upon request, investigate their supply chain to an appropriate extent, provide HELLMA with written information on the origin of these substances by means of appropriate evidence and demonstrate that their raw materials do not originate from conflict and risk areas or were extracted with the acceptance of human rights violations. Furthermore, the suppliers shall comply with all applicable legal regulations concerning conflict minerals.

## 5 Environmental Protection

Suppliers shall ensure an appropriate level of environmental protection and shall comply with all applicable laws and international standards for the protection of the environment (in particular the Minamata Convention on Mercury, the Stockholm Convention on Persistent Organic Pollutants and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal) in their country and for the business transactions with HELLMA, as well as with bans on substances imposed by law or agreed with HELLMA.

We expect suppliers to demonstrate a clear commitment to environmental stewardship for present and future generations and to proactively promote environmentally conscious actions. The aim is to achieve CO2 neutrality by 2030.

This includes, for example, the ongoing reduction of energy and water consumption, material resources, air pollutants, greenhouse gases, waste, and substances that are hazardous to the environment or human health.

## 6. Reports and Notices

### 6.1 Reporting of Misconduct

To the extent required by law, Suppliers shall maintain an appropriate whistleblower system and/or complaint procedure through which their employees and third parties can report violations of the principles described in this Code of Conduct in their company or an affiliated company or in their supply chain.

### 6.2 HELLMA whistleblower system

We ask our suppliers to report any indications of violations of the principles described in this Code of Conduct that could have an impact on HELLMA through our HELLMA whistleblower system.

All HELLMA employees, as well as customers, suppliers, their employees and other third parties, have the opportunity to report - anonymously if they wish - indications of misconduct at HELLMA, as well as human rights and environmental complaints relating to our supply chain.

You can reach the HELLMA whistleblower system at

<https://www.hellma.com/en/whistleblowing>.

## 7. Compliance with the Code of Conduct for Business Partners

For a lasting business relationship with suppliers, HELLMA requires that they accept the HELLMA Code of Conduct.

HELLMA reserves the right to verify compliance with the principles of this Code of Conduct by suppliers as part of its risk management. The supplier shall cooperate to a reasonable extent in this process.

If there is a concrete suspicion that a supplier or its own supplier or subcontractor is in breach of the principles of this Code of Conduct, the supplier shall, at HELLMA's request, immediately investigate the suspicion and inform HELLMA in writing without delay of the nature and scope of its investigation and the result thereof. HELLMA also reserves the right, without prejudice to further rights, to demand that the Supplier clarify the facts of the case and initiate concrete remedial measures as well as the introduction of measures for improvements for the future.

If the Supplier demonstrably fails to initiate suitable remedial or improvement measures within a reasonable period of time, which as a rule should not exceed 30 working days, or if the infringement is so serious that HELLMA cannot reasonably be expected to continue the business relationship, HELLMA reserves the right, without prejudice to further rights, to terminate individual or all existing contractual relationships with the Supplier without notice or to withdraw from such contractual relationships.

## 8. Consent to the HELLMA Code of Conduct for Business Partners

We hereby agree to the HELLMA Code of Conduct and confirm that we will comply with the principles set forth in this Code of Conduct. We will use reasonable efforts to ensure that our own suppliers and subcontractors act in a comparable manner in accordance with these principles and will use our best efforts to implement them in the supply chain.

**Company / Address:**

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**Name:**

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**Position:**

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**Date:**

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**Signature / Stamp:**

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**Hellma GmbH & Co. KG**  
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