

Mehrwerk’s Supplier Code of Conduct

Dear Supplier

Corporate integrity, responsible sourcing and the safety and wellbeing of the workers in our supply chain are of the utmost importance to Mehrwerk. We therefore select Suppliers who share our commitment to social responsibility and the principles set out in this Supplier Code of Conduct (Code). As a supplier to Mehrwerk, you are expected to comply with this Code even if it stipulates a higher standard than required by relevant laws or regulations.

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Definitions

In this Code:

Mehrwerk refers to hipcap GmbH and all companies that are considered affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), including any fully-owned subsidiaries.

Supplier means an entity or individual that provides goods or services to Mehrwerk.

Representative means the Supplier’s suppliers and subcontractors who are involved in Mehrwerk’s supply chain.

Worker means any individual whom the Supplier employs or engages, or otherwise uses to conduct its business.

Supplier's commitment

The Supplier commits to comply with the requirements in this Code as updated and made available from time-to-time and confirms that it has appropriate systems in place to ensure compliance with this Code by itself and its Representatives and to demonstrate such compliance. Mehrwerk will make the latest version of this Code available on its website.

1. Compliance with laws and regulations and recognised standards

The Supplier shall comply with all applicable laws and regulations as well as the following internationally recognised standards and principles:

- The UN Guiding Principles on Business and Human Rights
- The OECD Multinational Enterprise guidelines
- The Ten Principles of the United Nations' Global Compact

The UN's Global Compact is derived from the Universal Declaration of Human Rights, The International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the United Nations Convention Against Corruption and the Rio Declaration on Environment and Development.

2. Workforce issues

General Provisions. The Supplier shall adhere to all the principles referred to in paragraph 1 that regard workforce issues. In particular, the Supplier shall follow the principles and standards set out below:

- 2.1. **Slavery, human trafficking, and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws and regulations in every part of its supply chain. This includes not supporting or engaging or requiring any forced or illegal labour, child labour, bonded labour, or indentured labour.
- 2.2. **Human rights.** The Supplier shall comply with the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.
- 2.3. **Equal opportunities.** The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required by national and international laws and regulations
- 2.4. **Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining

- 2.5. **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with any applicable international and national health and safety laws. The Supplier shall implement general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 2.6. **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- the minimum wage and benefits established by applicable national legislation;
 - relevant collective agreements;
 - relevant industry standards; and
 - an amount sufficient to cover basic living requirements (or a proportional amount for part time employees).

3. Environmental responsibility

General Provisions. The Supplier shall adhere to all principles referred to in paragraph 1 regarding environment. In particular, the Supplier shall comply with the following:

- 3.1. **Environmentally friendly technology.** The Supplier shall strive to use and encourage the development of environmentally friendly technologies, products and services, looking to contribute to sustainable development.
- 3.2. **Continuous improvement.** The Supplier shall continuously improve its environmental performance by identifying, assessing, and managing environmental risks and impacts throughout its value chain.
- 3.3. **Environmental performance.** The Supplier shall take suitable actions to avoid and/or minimize any negative environmental impact of its business and continuously work to improve its environmental performance.

4. Anti-corruption and competition

General Provisions. The Supplier shall adhere to all principles regarding anti-corruption referenced in paragraph 1. In particular, the Supplier shall comply with the following:

- 4.1. **Bribery and corruption.** The Supplier shall maintain an effective anti-corruption programme and ensure compliance with all applicable laws and regulations relating to the prevention of bribery and corruption. To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:
- bribes, facilitation payments, kickbacks or illegal political contributions;
 - money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - any other unlawful or improper payments or benefits.

- 4.2. **Unfair business practices.** The Supplier shall comply with all applicable national and international competition and antitrust laws including those relating to teaming and information sharing with competitors, price fixing and rigging bids.

5. Procuring and managing Representatives

The Supplier shall carry out appropriate due diligence on prospective Representatives and ensure that the Representatives meet the requirements of this Code. The Supplier shall in its agreements with the Representatives carry forward these obligations to its Representatives by carrying forward this Code or similar principles not less stringent than the standards in this Code.

6. Certifying compliance and audit

- 6.1. The Supplier shall provide written confirmation of its compliance with this code to Mehrwerk upon request. In addition, Mehrwerk (or where required by law also Mehrwerk's clients or their regulators) may conduct audits to verify the Supplier's compliance with this Code. The Supplier shall be obliged to fully co-operate in such audits, including providing to Mehrwerk (and/or to Mehrwerk's clients) responses to questionnaires and other relevant documentation as per Mehrwerk's request and within reasonable timelines set by Mehrwerk.
- 6.2. Mehrwerk, the Supplier and the Representatives shall bear their own costs of conducting, preparing, and participating in the audit, including any cost for third party contractors appointed by either party.

7. Self-monitoring and reporting breaches

- 7.1. The Supplier shall monitor its compliance with the Code and shall report any actual or suspected breaches of the Code as soon as possible to CSR@mehrwerk.com.
- 7.2. If a question or concern arises regarding the interpretation of this Code or the performance of the Supplier's and/or its Representatives' obligations hereunder, the parties shall meet to discuss the subject matter. If the Supplier and/or its Representatives have acted or omitted to act in ways which in the reasonable opinion of Mehrwerk violates this Code, or have brought, or will bring, Mehrwerk in conflict with this Code, the parties shall seek to agree on mitigating actions. Breach of the Code will be considered a material breach of the underlying agreement for goods and services between Mehrwerk and the Supplier.
- 7.3. The Supplier shall comply with any applicable whistleblower legislation and shall not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

-Certification on the following page-



I hereby certify that _____ (Supplier) will comply with the requirements of Mehrwerk’s Supplier Code of Conduct for the duration of any contracts or other dealings that Supplier has with Mehrwerk.

Signed by:

Print name and title:

Date:
