

## **BUSINESS PARTNER CODE OF CONDUCT**

This Code of Conduct applies to DAMOVO Group (the "**Company**" or "**we**") and each of its subsidiary companies (each being a "**DAMOVO Group Company**" and, together with the Company, "**DAMOVO**" or the "**Group**"). DAMOVO is committed to trading responsibly. We want our customers to know that the goods we sell and procure have been produced and delivered in a fair and ethical manner. Our ethical trade vision is a supply chain where workers are safe, empowered and financially secure; and where environmental standards are prioritized and met.

The Damovo Group's Code of Conduct sets the minimum standards that we have towards business partners who produce goods or supply goods and services for us. It applies to all our business partners, including, but not limited to, suppliers, agents, trading companies, service providers and subcontractors, consultants, and affiliates (hereinafter "**Business Partners**" and each a "**Business Partner**") of DAMOVO and all its subsidiaries. Our Business Partners accept the provisions and principles set forth in this Code of Conduct and adhere to them at all times. Business Partners must ensure that their subcontractors do not violate these standards by implementing written rules and establishing and documenting appropriate control mechanisms. Failure to comply with this Code of Conduct may lead to corrective actions up to and including termination of the business relationship.

The following principles are consistent with the Universal Declaration of Human Rights (UDHR)<sup>1</sup> and Conventions of the International Labour Organization (ILO) No. 1, 29, 87, 95, 98, 105, 111, 131, 138 and 155<sup>2</sup>, the UN Global Compact, the OECD Guidelines for Multinational Enterprises, and the UK Modern Slavery Act 2015. All relevant national legal and regulatory requirements must be respected in all cases.

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<sup>1</sup> United Nations Universal Declaration of Human Rights. Available at: <http://www.un.org/en/documents/udhr/>

<sup>2</sup> Please note that this list is not exhaustive.

## Working Conditions

Compliance with all applicable laws and regulations, relevant industry minimum standards, the aforementioned ILO and UN Conventions, and any other relevant statutory requirements in each jurisdiction in which we do business, is required at all times and is the basis for our sustainable success. Every Business Partner shall observe these and shall regard them as minimum requirements to assure safe and fair working environments.

**FORCED LABOR:** Forced, bonded, indentured and prison labour, slavery or trafficking of persons in any form is expressly prohibited. Job seekers shall not be compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views. All work shall be voluntary, and workers shall be free to terminate their employment upon reasonable notice without penalty. Workers shall not be required to pay any fees, expenses, or deposits for their employment. Business Partners are responsible for all recruitment-related fees, expenses, and deposits required for recruiting and employing foreign contract workers. Adequate controls must be established to ensure that workers have not been charged recruitment or placement fees throughout the recruitment and hiring process. Holding, confiscating, or destroying original worker identification documents, passports, travel papers or other personal documents is prohibited. Workers' freedom of movement inside the place of production or supplier-provided facilities, including worker accommodation, and access to toilets and potable water should not be restricted.

**CHILD LABOR:** There must be no Child Workers<sup>3</sup> in any Business Partner facilities. The rights of Young Workers<sup>4</sup> must be protected. Young Workers must not work overtime, be employed in hazardous conditions or work at night. Partners may only employ Young Workers if the working conditions do not interfere with compulsory education laws. Proof of age must be reviewed prior to employment, and documentation maintained.

**ANTI-DISCRIMINATION AND DISCIPLINARY PRACTICES:** There must be no discrimination in hiring, remuneration, training, promotion, termination, retirement and/or any other employment practices. Decisions about hiring, remuneration, benefits, work assignments, discipline and termination must be based on the individual's ability to perform the job rather than on the basis of personal characteristics or beliefs. Race, caste, union membership, social origin or position, colour, national origin, gender, religion, age, disability, sexual orientation, political opinion, or marital status must not affect these decisions. All employees shall be treated with respect and dignity.

**HUMANE TREATMENT:** No employee must be exposed to physical, sexual, psychological or verbal harassment or abuse, to fines or penalties as a disciplinary measure. Employees should be able to express their concerns about workplace conditions to their superiors or to the factory management (if applicable) without fear of retribution or losing their jobs.

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<sup>3</sup> Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If, however, national law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

<sup>4</sup> Any person between the minimum age of employment up to 18 years.

**EMPLOYMENT PRACTICES:** Workers are entitled to a written employment contract stipulating employment terms and conditions. Only workers with the legal right to work shall be hired. Foreign contract workers and migrants shall be afforded equal rights and benefits as local workers. Subcontracted processes must be declared to us when the relevant order is placed and have our prior written permission (which may be withheld at our discretion).

**COMPENSATION:** Workers are entitled to receive the agreed compensation, which must amount to at least the statutory minimum wage, legally mandated benefits, and overtime rates (where applicable). The amount paid to workers shall be the higher of the national legal standard or industry benchmark standards. Prior to entering employment, workers should be provided with written and easily understandable information on their wages including pay period and date of payment. Written, clear pay slips shall be provided for each pay period. Wages shall not be withheld for any reason, and no deductions shall be made for disciplinary reasons and any deductions outside national law should only be made with the expressed written permission of the concerned worker. All disciplinary measures should be recorded. Suppliers shall not use consecutive short-term contracts or false apprenticeship schemes to avoid legal obligations in compensation and social security regulation.

**WORKING HOURS:** Total working hours, including overtime, shall not exceed sixty (60) hours per week or any lower limit imposed by local law. Overtime shall be voluntary and compensated at premium rates.

Workers shall be granted at least one day off in seven or, where allowed by national law, two days off in every 14-day period, and shall receive paid annual leave. Where applicable, national law provides for stricter regulation with regard to days off, national law must be adhered to. All overtime shall be voluntary. Overtime shall be used responsibly, considering all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment.

**FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING:** Business Partners shall respect the right of workers to freedom of association and collective bargaining, and shall not interfere with workers' unions, nor prevent workers from joining these unions (as far as permitted by law of the country in which they operate). Where the right to freedom of association and collective bargaining is restricted under national law, Business Partners shall encourage and not hinder the development of parallel means for collective bargaining and organization. Workers shall not be subjected to discrimination based on union membership or interference in active participation in workers' committees.

## **Environment, Health & Safety**

**HEALTH & SAFETY:** Business Partners shall provide a safe and hygienic working environment, and in safe and secure buildings, in compliance with all relevant legislation, regulations and directives in the country/countries in which they operate. Regulations and procedures must be established in written form and clearly communicated to employees in regular and recorded training courses in order to prevent accidents and injury.

This includes access to clean drinking water, clean toilets and facilities for food storage as well as protection from fire (emergency exits, first aid equipment), accidents and toxic substances. These standards shall also apply for residential facilities for employees. Information must be available in the primary language of the employees and in written form. Women in the workplace shall be provided with adequate sanitary facilities, with privacy, and additional protection from hazards during pregnancy.

Business Partners should anticipate, identify, and evaluate emergency situations and minimize their impact by executing emergency plans. Business Partner are obliged to implement appropriate procedures and control mechanisms. A senior management representative shall be assigned responsibility for health and safety.

**ENVIRONMENTAL PROTECTION:** Business Partners must comply with all applicable laws and regulations regarding the protection and preservation of the environment, including obtaining and maintaining all required environmental permits. Suppliers should work towards minimizing the negative impacts of their operations on the environment, including energy consumption, water consumption, and air emissions. We encourage our suppliers to continuously reduce waste and to minimize environmental pollution. All hazardous substances must be safely handled, moved, stored, used, reused, and disposed of. All chemicals should be properly labelled indicating their identity and stored safely. DAMOVO expects the Business Partners to continuously improve environmental protection and to be able to provide documented proof of the measures taken upon request. DAMOVO expects that the Business Partners operate or establish a systematic and organizationally anchored environmental management and that this is demonstrably practiced within their companies.

## Fair & Ethical Business Practices

**MANAGEMENT SYSTEMS:** Business Partners are expected to implement the necessary rules and regulations, and maintain documentation or any other appropriate tools, in order to ensure compliance with the principles set forth in this Code of Conduct and relevant legislation. This includes a functioning monitoring system including clear responsibilities and processes as well as adequate documentation. Corrective Action is expected to be actioned within a specified and reasonable timeframe. DAMOVO reserves the right verify compliance with this Code of Conduct via audit. Refusal to permit such an audit may result in corrective action, up to and including termination of the business relationship.

**DUE DILIGENCE:** Business Partners are obliged to conduct an appropriate due diligence process on all supplier and partners in their supply chain. DAMOVO reserves the right to conduct its own appropriate due diligence on its Business Partners and third parties where it reasonably believes that such an investigation is necessary (e.g. due to failure in providing appropriate due diligence reporting or due to significant findings in the course of such due diligence). Business Partners must comply with applicable laws and regulations on conflict minerals and ensure that raw materials are not sourced from regions financing armed conflict or violating human rights.

**INTELLECTUAL PROPERTY PROTECTION:** DAMOVO highly values, protects and respects intellectual property, trademarks and copyrights ("IP") - its own as well as that of others. Therefore, we expect our Business Partners to respect and protect the IP of DAMOVO and its clients' and to avoid any infringements of IP, to defend their own IP and inform DAMOVO of any infringement of our IP. The Business Partner shall not reverse engineer, decompile or disassemble any DAMOVO-provided hardware, software or prototypes, nor register any trademark, domain or social-media handle confusingly similar to "DAMOVO".

**CONFIDENTIAL ASSETS AND INFORMATION:** Business Partners must protect DAMOVO's and its clients' confidential assets and information. Business Partners must design and maintain processes to provide appropriate protections for this information by implementing robust security measures and adhering to industry best practices to prevent unauthorized access or disclosure.

**BUSINESS CONTINUITY:** Business Partners shall maintain and periodically test business continuity measures to mitigate operational disruptions caused by events such as, but not limited to, cyberattacks, pandemics, natural disasters, or labor disputes.

**DATA PROTECTION:** Business Partners shall ensure the protection of personal data and confidential information in compliance with applicable laws and regulations and by implementing appropriate technical and organizational measures. Personal data and confidential information provided by or on behalf of DAMOVO shall only be used, accessed and disclosed for legitimate business purposes and in accordance with the applicable contractual arrangements.

**ANTITRUST AND COMPETITION:** Business Partners must comply with all antitrust and competition laws, refraining from engaging in any activities that could potentially lead to anti-competitive behaviour, collusion, price-fixing, or other violations of fair-trade practices.

**ANTI-CORRUPTION:** DAMOVO expects adherence to the highest standard of moral and ethical conduct and the respect of applicable laws in business conduct and does not accept any form of corrupt practices including, but not limited to, extortion, fraud, bribery, offering or accepting facilitation payments, extravagant or disproportionate gifts and/or hospitality to procure undue influence or advantage, or any other undue advantages. Business Partners shall proactively disclose any respective actual or potential conflicts of interest related to DAMOVO. Business Partners shall fully comply with applicable national and international regulations, and are expected to conduct business in a professional, fair and lawful manner. Business Partners shall establish, and always maintain, appropriate anti-bribery and anti-corruption policies, which shall be communicated to all business areas. Any attempt to unlawfully influence our employees, other business partners or market players in pricing, market shares or any comparable issues will lead to investigations and consequences.

**MONEY LAUNDERING:** Business Partners must adhere to strict anti-money laundering regulations, conducting all business transactions with transparency and integrity, and promptly reporting any suspicious activities or transactions to the appropriate authorities. Cash transactions are prohibited. Payments exceeding €10.000 shall be subject to enhanced due diligence and must be executed via regulated financial institutions.

**WHISTLEBLOWING:** Business Partners are encouraged to report any concerns or instances of unethical behaviour, fraud, or misconduct within DAMOVO, ensuring protection from retaliation and confidentiality of their identity in accordance with whistleblowing policies and applicable laws. DAMOVO expects the same commitment and the protection of whistleblowers in accordance with the applicable legislation from the Business Partners.

In addition, Business Partners shall provide their own feedback mechanism to enable any instances of non-compliance with the law or with this Code of Conduct to be reported anonymously, providing protection of identity and assurance of no negative consequence.

**SANCTIONS AND EXPORT CONTROLS:** each Business Partner shall, in respect of DAMOVO procurement activities with the Business Partner comply with all applicable export and import control laws and regulations ("**Trade Control Laws**") and all economic, trade and financial sanctions, regulations, embargoes or restrictive measures ("**Sanctions**"); not do anything which may cause DAMOVO to breach Trade Control Laws or Sanctions; keep DAMOVO apprised at all times of such information as DAMOVO may need in order to comply with Trade Control Laws and Sanctions and provide DAMOVO with such assistance as DAMOVO may reasonably request in this respect; and keep DAMOVO apprised at all times (as soon as reasonably practicable in the given circumstances) of all relevant information on: a) any changes in circumstances relevant to the Business Partner's compliance with Trade Control Laws and Sanctions; b) actual or potential breaches of Business Partner's obligations in relation to Trade Controls Laws and Sanctions; c) loss, suspension or invalidation of any relevant license, authorization, approval or export control privileges, including by being place on a restricted party list; or d) it becoming aware that any relevant authority has initiated or will initiate any investigation or proceedings against the Business Partner relating to an actual or potential breach of any Trade Control Laws or Sanctions.

**PUBLIC STATEMENTS AND USE OF DAMOVO NAME:** Business Partners shall not make any public reference to DAMOVO or use its name or logo without prior written consent. The Business Partner shall not, without DAMOVO's prior written consent, issue press releases, public announcements or marketing materials, or make statements to governmental bodies, investors or media that reference DAMOVO or use its trademarks.