

Supplier Code of Conduct

**The home for
ethical spaces**



umdasch
group



1. Umdasch Group

Umdasch Group AG is the holding company across the operational divisions of Doka and umdasch The Store Makers, and their sub-entities such as AT-PAC, MFE, Umdasch Group Ventures, Madosan, Concrefy, Form-On, etc. (together referred to as “Umdasch Group”).

2. Purpose

This Supplier Code of Conduct shall be binding on companies and persons that are directly or indirectly providing goods or services to Umdasch Group, including, but not limited to suppliers, manufacturers, service providers, and business partners along with their subsidiaries, affiliates, sub-contractors, and recruitment agencies, as well as their employees and sub-suppliers and those who are acting on behalf of Umdasch Group (“Suppliers”). Suppliers shall at a minimum comply with the obligations laid down herein and only engage with such business partners that do abide by these standards as well. These obligations shall be referred to as “Umdasch Group Supplier Due Diligence”.

In case of uncertainties, these obligations shall be construed according to national and international regulatory frameworks (e.g., EU Corporate Sustainability Due Diligence Directive, UK Anti-Bribery and Anti-Slavery Acts, German Supply Chain Due Diligence Act, French Loi de Vigilance, US Uyghur Forced Labor Prevention Act, etc.), as well as industry standards (ISO, DIN, EN norms, etc.). Therefore, Suppliers shall monitor applicable developments such as rulings, communications, guidelines, etc. under these frameworks and implement measures to safeguard continuous compliance.

3. Sustainability

Suppliers shall **protect the environment** and prevent adverse environmental impacts such as the pollution of soil, water or air. Suppliers should establish and implement effective systems to identify risks, improve performance and minimize environmental hazards.

Suppliers shall have awareness about their emissions, strive for transparency on emissions data and reduce direct and indirect greenhouse gas emissions. Upon request by Umdasch Group, Suppliers shall provide information about their emissions in connection with the specific product or service to be provided to Umdasch Group. For this purpose, Suppliers shall monitor and document their Scope 1 and Scope 2 emissions, according to Greenhouse Gas Protocol (GHG Protocol). Furthermore, Suppliers are encouraged to monitor and document information on Scope 3 emissions and support Umdasch Group in reaching its Net Zero goal before 2040.

Suppliers shall acquire **material** solely from legal sources when fulfilling their contractual obligations. Suppliers shall refrain from sourcing conflict material and comply with all relevant international principles (e.g., related OECD Guidance, etc.).

Suppliers shall ensure the safe handling (including, but not limited to) storage and recycling of **hazardous substances**, mercury and persisting organic pollutants, as well as waste management.

Suppliers shall properly assess the risks of supply chain disruptions regularly and implement measures to counteract those risks and minimize their adverse impacts. In order to ensure a **resilient supply chain**, Suppliers shall have a cooperative mindset and the willingness to collaborate with Umdasch Group, e.g., by sharing insights of risk assessments and implementing measures with Umdasch Group, or by carrying out a joint supply chain risk assessment.

4. Compliance and fair competition

Suppliers shall abide by all **laws and regulatory requirements** applicable for goods or services provided to Umdasch Group under any and all competent jurisdictions along the entire value chain. This shall include, but not be limited to, the different aspects of Umdasch Group Supplier Due Diligence for extraction and processing of raw materials, production/ manufacturing, transport, delivery and use of goods or services.

Suppliers shall not tolerate any form of **corruption** and must not offer, promise, grant, request or accept any financial or other benefits to or accept the same from Umdasch Group employees or third parties, as well as public officials, with the aim of obtaining a contract or other preferential treatment in business dealings.

Suppliers shall decide solely upon mutual best interest and objective criteria. All parties involved must avoid personal or family **interests that conflict** with their own professional interests.

Suppliers shall comply with applicable **competition laws**, in particular the EU anti-trust laws and

regulations and comparable frameworks. Suppliers must conduct business in a manner consistent with fair and vigorous competition, comply with fair business practices, and in particular refrain from sharing sensitive third-party information with Umdasch Group.

Suppliers shall comply with **trade control laws and regulations**, e.g., export control laws, customs laws and sanctions prohibiting, restricting, controlling the trade in goods or technology, with certain persons and/or territorial sanctions.

Suppliers shall process **personal data** of natural persons only in accordance with international and local privacy legislation, such as the GDPR, CCPA, and comparable frameworks.

Suppliers shall respect the **property** of Umdasch Group, its business partners and vulnerable third parties, e.g., assets and intellectual property, and avoid detrimental impact on Umdasch Group or third-party property (e.g. by emissions), land grabbing or forced eviction.

5. Human Rights and fair working conditions

Suppliers shall honour internationally recognised **human rights** without reservation in all business activities of Suppliers and their sub-suppliers along their entire value chain. This includes, but is not limited to, rights as reflected in international conventions on physical integrity of persons, labour rights, civil and political rights, property rights, rights of women, children and minorities, economic, social and cultural rights, etc.

Suppliers shall ensure **equal treatment** as well as equal rights for all employees both during the recruiting process and during the ongoing employment relationship, as well as in its termination. **Discrimination** based on race, ethnicity, colour, nationality, religion, gender, age, marital status, maternity or parental status, disability, physical characteristics, sexual orientation, union membership or political affiliation, in any form, is prohibited. Suppliers shall respect the dignity, privacy, and personal rights of their employees at all times. Harassment (physical, psychological, sexual, or verbal), retaliation, assault, abuse, or other similar behaviour shall not be tolerated.

Suppliers shall ensure a **healthy and safe working environment** for their employees, operate an appropriate occupational health and safety management system to mitigate actual and potential occupational health and safety risks, and offer appropriate training to their employees in order to prevent accidents and occupational diseases.

Suppliers shall comply with applicable national legislation, as well as industry/collective and company agreements on **remuneration**, as well as on health and social insurance to safeguard an adequate standard of living of employees. In any

case, Suppliers must pay at least the applicable minimum wage and do so on time. Suppliers shall also comply with applicable legislation concerning the posting of workers and prevent dumping practices regarding wages and social security.

Suppliers shall comply with all national laws governing minimum age, **child labour**, etc., respect the rights and obligations presented by the UN Convention on the Rights of the Child and conventions of the International Labour Organization (ILO).

In any case, **forced labour**, human trafficking and the employment of slaves, prisoners or other unfree labour (e.g., from the Xinjiang Uyghur Autonomous Region) shall be prohibited. Any work performed on behalf of a Supplier must be done freely.

Suppliers shall observe applicable law regarding **working hours**, including breaks and rest periods, public holiday vacation regulations, and maximum working time limits.

6. Implementation of this Supplier Code of Conduct

Suppliers shall implement such **measures** that are necessary for their compliance with this Supplier Code of Conduct. Moreover, Suppliers shall **assess the risks** of their non-compliance, minimise and mitigate them, whenever possible, and shall **notify** Umdasch Group accordingly.

Suppliers shall **document** their compliance with this Supplier Code of Conduct in a way comprehensible for third parties. Upon request, Suppliers shall provide Umdasch Group with the **information** necessary to fulfil Umdasch Group's legal and contractual obligations, as well as to assess compliance with Umdasch Group Supplier Due Diligence.

Suppliers are encouraged to **share this Supplier Code of Conduct** with their sub-suppliers, and obliged to impose corresponding obligations on them and to take these principles already into account when selecting their direct sub-suppliers.

Umdasch Group shall have the right to verify Supplier's compliance with this Supplier Code of Conduct by requesting Supplier to carry out **supplier self-assessments**, and/or by conducting on-site **audits** (carried out by Umdasch Group or third parties). Supplier shall be obliged to collaborate without further remuneration.

Umdasch Group is entitled to **instruct** Suppliers to demonstrate their compliance with this Supplier Code of Conduct, and, if necessary, end any breach of this Supplier Code of Conduct and eliminate the negative impacts of such a breach. Moreover, Umdasch Group may clarify the meaning of ambiguous language in this Supplier Code of Conduct.

Suppliers shall instruct and **train** their employees accordingly to work in compliance with the requirements set out in this Supplier Code of Conduct. Moreover, Supplier shall nominate an account manager for the respective Umdasch Group entity. Upon request, Supplier shall nominate persons involved in the contractual relationship with Umdasch Group for, e.g., training of Supplier's account manager, executive education on Umdasch Group Supplier Due Diligence, processes, etc., as well as to pass on instructions and facilitate training programs and schedules for sub-suppliers.

7. Reporting misconduct (whistleblowing)

Suppliers shall address issues regarding Supplier Due Diligence directly with their **respective Umdasch Group buyer/procurement manager**. In case Supply Chain Due Diligence is not adequately dealt with by any such person or Suppliers feel

the need to report anonymously, Suppliers may also make use of our **Ethics Line** via the following link:

www.umdachgroup.com/improve-supply-chain/

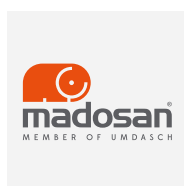
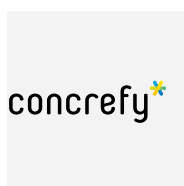
8. Non-Compliance

Umdasch Group only engages with Suppliers that can live up to Umdasch Group Supplier Due Diligence in order to **avoid or mitigate adverse impacts** on people, the environment, Umdasch Group and the Supplier arising from breaches of Umdasch Group Supplier Due Diligence.

In case of Supplier's non-compliance, Umdasch Group shall have all or any of the following **remedies** available at its sole discretion:

- Request further information, including written statements, documentation, or conduct audits (see chapter 6);
- Issue crisis communication and legally required reports;
- Request corrective actions from Supplier;
- Terminate the contractual relationship with immediate effect, reassess the business relationship or refrain from issuing new purchase orders;
- Claim damages.

Any further rights and claims of Umdasch Group under any contract or applicable law shall remain unaffected.



Companies within Umdasch Group.

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