



# G+D SUPPLIER CODE OF CONDUCT

The Giesecke+Devrient Group (“G+D”) is keenly aware of its corporate responsibility and actively promotes environmental and social sustainable development. This responsibility is set out in the G+D Code of Conduct, to which all employees are committed.

On this basis, G+D pursues an Environment-Social-Governance (**ESG**)-Strategy that is an important criterion for the cooperation with established and new suppliers. G+D applies strict environmental, social and governmental standards to its supply chain that meet all relevant national and international regulations. These principles, standards and regulations are the basis for this G+D Supplier Code of Conduct (“**SCoC**”) and G+D requires its suppliers to comply with them and to take appropriate measures in relation to their sub-suppliers.

This SCoC is not intended to replace the laws and regulations in force in any country where G+D’s suppliers operate. G+D reserves the right to reasonably change the requirements of this SCoC due to changes in legal requirements or of its compliance program. In such event G+D expects its suppliers to accept those reasonable changes.

# ENVIRONMENT

G+D expects its suppliers to comply with applicable national and international environmental standards and regulations and to operate an effective environmental management system.

The supplier declares herewith without limitation:

## **Authorizations, approvals and registrations**

- to obtain all necessary environmental authorizations, approvals and registrations for products and services delivered to G+D.

## **Emissions**

- to support G+D's climate goal to get Net Zero by 2040. Suppliers shall therefore disclose complete, consistent, accurate scope 1, 2 and 3 greenhouse gas emission data based on the GHG Protocol and the Global Reporting Initiative Standard. Suppliers shall provide additional information about climate related risks and opportunities and develop and report measures to support G+D's climate goal.
- to follow a systematic approach to classify, routinely monitor and verify general emissions from operations as well as greenhouse gas emissions and, if necessary, treat prior to their release. The supplier is also responsible for monitoring its exhaust gas cleaning systems and is required to find economic solutions to minimize any emissions.

## **Waste**

- to follow a systematic approach for preventing and eliminating waste of all kinds.

Solid waste and chemicals or other materials that pose a hazard when released into the environment shall be identified, reduced and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse and disposal. The prohibitions of exports and imports of hazardous waste in the Basel Convention of 22 March 1989, as amended, shall be observed.

Wastewater from operations, manufacturing processes and sanitary facilities shall be classified, monitored and inspected. If necessary, wastewater is treated before discharge or disposal. In addition, measures should be introduced to reduce the generation of wastewater.

## **Mercury, Persistent Organic Pollutants (POPs) and specific substances**

- not to manufacture mercury-added products and not to use mercury and mercury compounds in manufacturing processes in accordance with the prohibitions of the Minamata Convention of 10 October 2013 and not to treat mercury waste contrary to the provisions of the Minamata Convention of 10 October 2013.
- not to produce and use Persistent Organic Pollutants (POPs), in accordance with the Stockholm Convention of 23 May 2001, as amended.
- to comply with all applicable laws, regulations and customer specifications regarding the prohibition or restriction of specific substances in products or in the manufacturing process, including labelling requirements for recycling and disposal, REACH and RoHS.

## **Resources**

- to reduce the use and consumption of resources during production. This is done either directly at the point of production or through procedures and measures, e.g. by changing production and maintenance processes or procedures in the company, through the use of alternative materials, through savings, through recycling or with the help of the reuse of materials.
- to monitor and document energy consumption. The suppliers shall strive for continuous improvements in environmental protection to improve energy efficiency and minimize energy consumption.

# SOCIAL

G+D expects its suppliers to respect all human rights and labor standards, including all applicable laws and national and international (e.g. Universal Declaration of Human Rights, United Nations Global Compact Principles, ILO Core Labor Standards, United Nations Guiding Principles on Business and Human Rights and Modern Slavery Act) regulations.

The supplier declares herewith without limitation:

## **Equal rights and treatment of employees**

- to respect the personal dignity, privacy and personal rights of each individual.
- not to discriminate or to harass any employees and to treat them with equality irrespective of skin color, national or ethnic or social origin, physical or mental limitations, sexual orientation, political or religious conviction, gender or age (ILO Convention No. 111). Unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value (ILO Convention No. 100).

## **Forced and compulsory labor and security guards**

- not to employ persons in forced or compulsory labor or any form of modern slavery or human trafficking (ILO Convention No. 29 and 105). All work and service must be without threat of punishment and be voluntary. Workers must be able to leave work or employment at any time. Furthermore, there must be no unacceptable treatment of workers, such as any forms of domination or oppression in the workplace, psychological hardship, sexual and personal harassment and economic or sexual exploitation and humiliation.
- not to hire or use public or private security forces for the protection of the enterprise's project if, due to a lack of instruction or control on the part of the enterprise, such use of the security forces is in violation of the prohibition of torture and cruel, inhumane or degrading treatment, damages life or limb or impairs the right to organize and the freedom of association.

## **Child labor**

- to comply with the prohibition of the use of child labor (ILO Convention No. 138).
- to comply with the prohibition of the worst forms of child labor (ILO Convention No. 182) regarding young employees under 18 years of age.

## **Remuneration and working hours**

- to provide fair remuneration for all employees and workers. The remuneration must meet the applicable national statutory minimum wage and has to comply with the minimum standards customary in the

industry. Where no national statutory minimum wage exists, it has to be sufficient to meet the worker's basic needs according to ILO Convention No. 131 and provide some discretionary income.

- to ensure that working hours comply with applicable laws or industry or international standards (ILO Conventions No. 1 and 14).

## **Right of free association, strike and collective bargaining**

- to ensure the right of free association of employees and forming, joining and operating in trade unions in accordance with local legal requirements as well as international standards (such as ILO Convention No. 87 and 98), whichever are stricter. This includes the right to strike and to collective bargaining and must not be used as a reason for unjustified discrimination or retaliation.

## **Health and safety**

- to ensure a safe and healthy working environment (ILO Convention No. 155). Suppliers must comply with the occupational safety and health obligations applicable under the law of the place of employment to prevent from occupational accidents and diseases. In particular suppliers must comply with safety standards in the provision and maintenance of the workplace, workstation, work equipment and adequate personal protective equipment, identify and assess potential emergency situations and implement emergency plans and appropriate protective measures to avoid exposure to chemical, physical or biological substances as well as measures to prevent excessive physical and mental fatigue.
- to implement processes to ensure that their employees comply with all applicable occupational health and safety laws and regulations, including adequate training and instruction of employees.
- to provide the employees with access to drinking water in sufficient quantities and access to clean sanitary facilities.

## **Eviction and deprivation**

- not to evict or deprive land, forests or waters, the use of which secures the livelihood of persons, in violation of legitimate rights.

## **Soil changes, water and air pollution, noise emissions and the excessive use of water**

- not to cause harmful soil changes, water and air pollution, noise emissions and the excessive use of water, if these significantly impair the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water or sanitary facilities or harms the health of persons.

# GOVERNANCE

G+D expects its suppliers to comply with all applicable laws and regulations with regard to legal compliance and integrity.

The supplier declares herewith without limitation:

## **Anti-Corruption, bribery or fraud**

- not to tolerate and not to engage directly or indirectly in any form of corruption, bribery or fraud and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. Suppliers implement procedures for monitoring and enforcement of applicable laws. The supplier will comply with all applicable laws and regulations, including the US Foreign Corrupt Practices Act and the UK Bribery Act where applicable.

## **Conflicts of interest**

- to avoid all conflicts of interest that may adversely influence business relationships.

## **Competition and/or antitrust laws**

- to act in accordance with national and international competition and/or antitrust laws and, in particular, not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.

## **Intellectual property rights**

- to respect the intellectual property rights of others.

## **Data privacy and information security**

- to comply with data privacy and information security laws and official regulations. Suppliers keep G+D's business, financial and technical data as well as business correspondence confidential and do not misappropriate G+D's or other companies' tangible or intellectual property.

## **Import and export**

- to comply with all applicable laws for the import and export of goods (e.g. trade sanctions and embargoes), services and information.

## **Money laundering**

- to ensure compliance with the applicable legal provisions against money laundering.

## **Books and records**

- to reflect transparent and accurately all business processes in the books and records.

## **Tax and social insurance regulations**

- to ensure that all payments made by G+D in connection with any contract with G+D are always treated in accordance with the relevant tax and social insurance regulations.

# RESPONSIBLE MINERALS AMENDMENT

This Responsible Minerals Amendment is part of the Supplier Code of Conduct and defines the requirements placed on suppliers of "Goods" concerning such suppliers' responsibilities with respect to a conflict free sourcing of several Minerals in order to ensure that the use and sale of Conflict Minerals and Cobalt by G+D 's suppliers do not contribute to the ongoing conflict in the Covered Countries.

For the purposes of this Responsible Minerals Amendment the following terms shall have the meaning as set out below:

**"Covered Countries"** mean the Democratic Republic of Congo and any country that shares an internationally recognized border with the Democratic Republic of Congo. Such countries presently include Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.

**"Conflict Minerals"** means columbite-tantalite, cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin and tungsten, unless and until the United States Secretary of State determines that additional minerals or derivatives are financing conflict in the Covered Countries, in which case they are also considered Conflict Minerals.

**"Goods"** mean direct materials, parts, components, sub-assemblies that will be integrated into G+D products as well as products for the purpose of resale by G+D.

**"Conflict Free"** means as an attribute of Goods that such Goods do not contain Minerals that directly or indirectly finance or benefit armed groups in the Covered Countries.

## The supplier declares herewith:

- to be fully committed to ensuring that its use and sale of Conflict Minerals and Cobalt (whether on a stand-alone basis or contained in its Goods) do not contribute to the ongoing conflict in the Covered Countries;
- not to supply any Goods to G+D that are not Conflict Free;
- to immediately notify G+D in writing in case supplier should become aware of any warning signs in its supply chain that indicate that the representation in accordance with the sections above might be no longer valid;
- to provide upon G+D's written request all relevant data (including certifications, declarations, reports, audits) regarding the occurrence of Conflict Minerals and Cobalt in its Goods and the sourcing of minerals in its Goods as well as written statements that Goods are Conflict Free;
- Reporting formatting for Conflict Minerals shall be through a widely-accepted industry template, such as the RMI's Conflict Minerals Reporting Template (CMRT);
- Reporting formatting for Cobalt shall be through a widely-accepted industry template, such as the RMI's Extended Minerals Reporting Template (EMRT);
- to use best efforts to promote compliance with the sections above among its suppliers.



# SUPPLIER STATEMENT

G+D implements the Supplier Code of Conduct in its Supplier relationships:

- (1) With reference to the Supplier Code of Conduct (including its Responsible Minerals Amendment where applicable) (“SCoC”) and in addition to Supplier’s obligations set out in any contracts with G+D (“Contract”), Supplier shall comply with the principles and requirements set forth in the SCoC (“Principles”) and shall agree that adhering to this SCoC is a main contractual obligation under such Contract. In addition, Supplier shall comply with all applicable laws and regulatory provisions.
- (2) Supplier shall take appropriate measures in relation to its sub-suppliers, contractors and/or subcontractors engaged for the performance of its supply obligations towards G+D (“Subcontractors”) in order to comply with the Principles. In this context, Subcontractors will be sensitized, encouraged and monitored accordingly and should also be contractually obliged to comply with the Principles when concluding any related subcontracting agreement. Supplier shall ensure that its employees and Subcontractors are aware of the requirements of the SCoC (e.g. by adequate trainings on the Principles as laid out herein). When Supplier obtains knowledge or has reason to know of any failure to comply with the Principles by any Subcontractor it will inform G+D in writing without undue delay.
- (3) Supplier agrees that G+D or a third party reasonably appointed by G+D, shall be entitled to perform an assessment (e.g. by a self-assessment-questionnaire) and monitoring activities towards Supplier in order to evaluate Supplier’s and its Subcontractors’ compliance with the Principles as outlined in this SCoC. This includes the right for G+D and/or its authorized representative to perform onsite assessments and/or inspections including interviews with selected employees at Supplier’s premises, manufacturing sites and/or any other locations where work is carried out for G+D or with regard to products and services purchased by G+D. Onsite inspections may only be conducted during regular business hours after reasonable notice, in accordance with applicable data protection law and shall neither unreasonably interfere with Supplier’s business nor violate any of its confidentiality agreements with third parties. Supplier also agrees to reasonably cooperate in such an inspection.
- (4) Supplier agrees that G+D has the right to request and receive all respective information and documents (e.g. certificates) in order to ensure its compliance with the Principles as outlined in this SCoC for the duration of any Contract.
- (5) In case of non-conformity with the Principles and obligations hereunder Supplier shall take effective remediation measures, initiate a dedicated improvement plan that needs to be fulfilled in due course and inform G+D in writing without undue delay. If Supplier cannot end the non-conformity in an adequate time period, it shall inform G+D thereof in writing without undue delay and G+D shall be entitled to draw up and implement a concept for minimizing any potential risk, which shall include a concrete timetable, actions, responsibilities and milestones. To this end, G+D may in particular join forces with other companies and/or temporarily suspend the business relationship during the efforts to minimize the risk, if deemed necessary. Further contractual and statutory rights of G+D shall remain unaffected.
- (6) A material non-compliance with the Principles may trigger a termination right of the Contract in accordance with its provisions.
- (7) Supplier agrees to provide its employees with an effective complaints procedure for raising workplace concerns to the attention of management for appropriate resolution. Supplier shall review these reporting procedures periodically and regularly monitor the resolution status of incoming allegations or concerns. The complaints procedures provided will be accessible, culturally appropriate and include the option to report anonymously where appropriate and/or possible. Supplier will periodically provide workers with information and training on all complaints procedures. Supplier agrees that all forms of retaliation against workers for raising a workplace concern are strictly prohibited. Supplier understands the usability of the publicly available whistleblower portal of G+D “Tell G+D”: <https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=7qd4&c=-1&language=eng>
- (8) Supplier recognizes that employees of G+D are obliged to reject unlawful or inadequate contributions (within the meaning of gifts and invitations) and agrees not to provide such contributions.