

Code of Conduct for Business Partners

1. Foreword

The Culimeta Group (hereinafter referred to as "Culimeta" or "we") expressly acknowledges the importance of its corporate due diligence obligations, particularly within the supply and value chain. Culimeta is a traditional, modern, and future-oriented company characterized by its high performance and innovative strength.

Compliance with laws, international regulations, ethical principles, and human and environmental standards is a fundamental prerequisite for a trusting and long-term partnership with our business partners. In accordance with the values defined above, we expect the same commitment from our business partners.

2. Compliance with human rights due diligence obligations

Culimeta's business partners commit themselves, within the framework of the business relationship, to the full respect of human rights and the personal dignity, privacy, and rights of every individual. This commitment forms a fundamental basis of the cooperation and includes, in particular, the following topics:

2.1. No forced labor

Business partners shall refrain from all forms of forced labor. This includes, in particular, serfdom, debt bondage, slavery or slave-like working conditions, and any involuntary work performed under threat of punishment. Prohibited activities include, among others, restricting freedom of movement, withholding identification documents, coercing employees into work through debt or threats, and any form of physical or psychological coercion. Employees may not be mistreated, humiliated, or forced to work under duress.

2.2. No exploitation through child labor

Child labor must be prohibited. The minimum age for employment must not be lower than the age at which compulsory schooling ends in the respective country, but under no circumstances lower than 15 years. Business partners must implement effective and documented age verification procedures to prevent child labor in their own operations. Any exploitation of children is strictly prohibited. This includes, but is not limited to, the sale and trafficking of children, debt bondage, forced recruitment, and other forms of exploitative employment.

2.3. No discrimination or harassment

Recruitment, remuneration, access to training and further education, dismissals, retirement and any form of employment relationship must be based on the principle of equality. Business partners may not discriminate against employees on the grounds of ethnic origin, gender, religion or belief, disability, age, trade union membership, or sexual identity. This also includes any other discrimination. Local laws protect characteristics such as pregnancy, parenthood, or belonging to a national minority.

The business partner ensures that harassment, unequal treatment, discrimination, violence, retaliation or other disrespectful behavior is prevented or eliminated.

2.4. Freedom of association and the right to collective bargaining

The business partner ensures that freedom of association and the right to collective bargaining are fully respected and promoted. Employees must be granted the right to organize in a legally permissible and peaceful manner, to form or join employee representative bodies, and to negotiate with the employer as a group. The business partner recognizes the right to collective bargaining and the right of trade unions to operate freely and in accordance with the law. This includes, in particular, collective bargaining and the right to strike, each within the framework of the applicable legal provisions at the place of employment.

2.5. Living wages

The business partner ensures that all employees receive compensation that at least meets the applicable regulations, including the legally guaranteed minimum wage and all required social benefits. Wage deductions as a disciplinary measure are prohibited. Likewise, no deductions may be made that are not based on a legal foundation.

2.6. Working hours

The business partner ensures that the working hours, rest periods and overtime of employees comply with the applicable regulations.

2.7. Occupational safety

The business partner is obligated to provide employees with a safe, healthy workplace that complies with applicable legal regulations. The business partner ensures that employees receive training on health, safety, and environmental requirements.

2.8. Legally binding employment relationship

The business partner ensures that all employment relationships are legal, fair, and in accordance with applicable regulations. They must not cause social or economic insecurity for employees.

2.9. Unlawful eviction

Unlawful forced evictions during the acquisition, development, or other use of land, forests, or waters at the location of business activity must be avoided.

2.10. Rights of minorities and indigenous peoples

The business partner respects the rights of indigenous peoples and upholds and promotes their existing land, resource and water rights.

2.11. Private and public security forces

The business partner only uses private or public security forces where absolutely necessary and provided that this does not cause or promote any human rights or labor rights violations.

2.12. Principle for the protection of human rights

The business partner is prohibited from any action or omission that constitutes or contributes to a violation of human rights.

2.13. Reprisals

Business partners may not disadvantage, discriminate against, or otherwise sanction employees because they have, in good faith, submitted a report, expressed their opinion, or represented their legitimate interests. Retaliatory measures include, in particular, dismissals, transfers, demotions, intimidation, bullying, or other adverse actions related to a permissible expression of opinion or notification.

3. Environmental due diligence obligations

3.1. Harmful alteration, contamination and consumption

The business partner ensures that environmental risks arising from its business activities are avoided or minimized. It takes appropriate and suitable measures to use resources such as raw materials, water, and energy efficiently and sparingly, and to prevent or at least reduce health and environmental damage caused by waste, harmful and excessive air pollution, greenhouse gas and noise emissions, soil alteration, and water pollution. Excessive water consumption must be avoided.

3.2. Mercury

The business partner guarantees compliance with the prohibition on the manufacture of mercury-containing products, the prohibition on the use of mercury and mercury compounds in manufacturing processes, and the prohibition on the treatment of mercury waste.

3.3. Chemicals

Your business partner ensures that any substances you use, especially chemicals, are labelled in accordance with applicable regulations and are handled, reused, recycled, or disposed of properly. Hazardous substances must also be transported and stored safely.

3.4. Waste

Where possible, the business partner reduces waste and reuses materials. Hazardous substances must be transported and stored safely. The business partner complies with all applicable regulations regarding the environmentally sound handling, collection, storage, and disposal of such waste.

3.5. Animal welfare, deforestation, biodiversity

The business partner ensures that its business activities contribute to the protection of natural ecosystems, in particular the preservation of forests, wild animal species and biodiversity.

Deforestation, habitat destruction, and the impairment of sensitive ecosystems must be avoided. Natural resources must be used sustainably, genetic diversity of species and ecosystems must be preserved, and negative environmental impacts must be minimized.

3.6. Environmental and climate protection

The business partner ensures that appropriate measures are taken to contribute to environmental and climate protection, in particular by reducing greenhouse gas emissions.

4. Compliance with laws and international regulations

The business partner shall ensure, through appropriate measures, compliance with all applicable national laws, international regulations, and ethical principles, particularly with regard to the following topics. If differing legal regulations or other provisions exist in the countries where the business partner operates, the stricter requirements shall always prevail.

4.1 Corruption prevention

Within the framework of the business relationship, each business partner must refrain from any actions that unlawfully influence decision-making with respect to Culimeta or third parties. Culimeta defines corruption as the abuse of a position of power to gain an advantage. This includes bribery and accepting bribes, as well as accepting and granting advantages, regardless of whether the advantage is obtained directly or indirectly through third parties.

4.2. Fair competition and antitrust law

The business partner undertakes to comply with the principles of fair competition and not to take any actions that violate applicable antitrust law or the prohibition of unfair competition. This includes the following unlawful actions:

- Anti-competitive agreements, contracts or arrangements with actual or potential competitors that aim, for example, to: fix prices or premiums, limit the quantity or quality of products or services, manipulate offers, allocate customers or divide markets geographically or materially;
- the abuse of a dominant market position;
- Restrictive agreements or requirements at the vertical level (e.g. with suppliers or customers) that impair or exclude free competition under applicable law.

4.3. Compliance with anti-money laundering laws

The business partner ensures compliance with all applicable anti-money laundering regulations and enters into business relationships with partners whose identity is verified and traceable. Suspicious transactions must be avoided and, if necessary, reported to the relevant authorities in accordance with legal requirements.

4.4. Protection of third-party intellectual property

The business partner undertakes to respect the intellectual property rights of third parties, including but not limited to copyrights, patents, designs, trademarks and trade secrets, and to comply with the applicable regulations for the protection of intellectual property rights.

4.5. Conflicts of interest

The business partner makes decisions in dealings with its business partners solely on the basis of objective information and acts free from personal interests that could cause undue influence.

Potential or actual conflicts of interest must be disclosed immediately, and appropriate measures must be taken to resolve the situation.

4.6. Financial responsibility

The business partner fulfills his financial responsibility by ensuring proper bookkeeping and correct, complete and verifiable accounting.

4.7. Export controls and sanctions

The business partner undertakes to fully comply with all relevant international trade and export control regulations as well as applicable economic embargoes, in particular with regard to sanctioned persons, companies or organizations.

4.8. Product integrity

The business partner undertakes to ensure the safety and conformity of its products and to comply with all applicable legal regulations concerning product integrity. Risks to human health and the environment must be avoided, and technical regulations regarding manufacturing, assembly, and use must be followed. In particular, the use of counterfeit parts or materials from unauthorized sources is prohibited.

4.9. Confidentiality, data protection and intellectual property protection

The business partner shall ensure that the intellectual property and confidential information of Culimeta and third parties are adequately protected through technical and organizational measures. Use of such information is permitted only within the scope of the purposes expressly authorized by the contract.

Personal data may only be collected, processed, used, stored or passed on to third parties if this is necessary for a legitimate business purpose and is in accordance with applicable data protection laws.

5. Subcontractor

In order to ensure the best possible adherence to the principles of this code throughout the entire supply chain, the business partner undertakes to obligate its suppliers and service providers, whom it uses to fulfill its performance obligations, to the best of its ability to comply with the principles of this Business Partner Code and to encourage them to pass on the principles to their suppliers and service providers.

6. Whistleblowing

Culimeta maintains a central reporting office to which business partners can submit information about actual or suspected criminal offenses, as well as legal or ethical violations, provided these could have an impact on Culimeta or its business activities. Please use the following email address for this purpose: sustainability@culimeta.de.

Culimeta does not tolerate any retaliatory measures against individuals who report potential violations in good faith and expects the same behavior from its business partners.

7. Collaboration with Culimeta

Culimeta reserves the right to terminate individual or all contractual relationships with business partners without notice if this Business Partner Code or the principles contained therein are violated against Culimeta or third parties.

Before terminating the contractual relationship, Culimeta may grant the business partner a reasonable period to rectify or remedy the breach, provided that the nature and severity of the breach allow this.

Culimeta thanks its business partners for their support in implementing and adhering to these principles. Through their responsible actions, they contribute to securing the foundation for a trusting, long-term, and successful collaboration.