CODE OF CONDUCT

1. INTRODUCTION

STREICHER Group is committed to sustainable, ecologically and socially responsible corporate governance.

We expect the same behavior from all our suppliers and subcontractors (hereinafter collectively "Suppliers"). Likewise, we expect our employees to observe the principles of sustainable, ecological, social and ethical behavior and have integrated them into our corporate culture. Therefore, all employees of the STREICHER Group are also obliged to comply with and implement the requirements and principles of this Code of Conduct accordingly.

We strive to continuously optimize our business activities and our products and services in terms of sustainability and expect our Suppliers to contribute to this in terms of a holistic approach.

For already existing, as well as for future cooperation, the contractual partners therefore agree on the application of the following regulations of a Code of Conduct. This agreement shall apply as the basis for all future deliveries and services. The Supplier undertakes to comply with the principles and requirements of the Code of Conduct and to make reasonable and necessary efforts to contractually oblige its subcontractors and sub-suppliers to comply with the standards and regulations set out in this Code of Conduct.

We reserve the right to check the application of our Code of Conduct at our Suppliers systematically as well as on an ad hoc basis, e.g. by means of self-disclosures, certifications, other evidence provided by the supplier or on-site audits. If there are still doubts regarding compliance with our Code of Conduct, the Supplier will be required to take appropriate countermeasures.

A violation of this Code of Conduct and/or of legal regulations may ultimately be cause for us to terminate the business relationship including all associated contracts.

The Code of Conduct is based on national laws and regulations such as the Supply Chain Due Diligence Act (LkSG) and international conventions such as the United Nations Universal Declaration of Human Rights, the European Convention for the Protection of Human Rights and Fundamental Freedoms, the international labour standards of the International Labour Organisation (ILO) and the United Nations Global Compact.

2. REQUIREMENTS FOR SUPPLIERS

2.1 SOCIAL RESPONSIBILITY

- **PROHIBITION OF FORCED LABOUR**

No fourced labor, slave labour or work comparable thereto may be used. All work must be voluntary, without threat of punishment, and there must be an opportunity to terminate the employment relationship. Furthermore, there must be no unacceptable treatment of workers, such as psychic harshness, sexual or personal harassment or humiliation.

- **PROHIBITION OF CHILD LABOUR**

Child labour may not be used in any phase of production or service provision. Suppliers are obliged to comply with the recommendation from the ILO conventions, in particular ILO Convention No. 138 on the minimum age for the employment of children. The rights of young workers shall be protected, and those under the age of 18 shall not be employed in work that is harmful to the health, safety or morals of children. Special protective regulations shall be observed.

- **FAIR WORKING HOURS AND REMUNERATION**

Working hours must comply with applicable laws. If there are no legal standards in the country concerned, ILO standards must be applied. Pay for regular hours of work and overtime must be in accordance with the minimum wage established by the applicable law. Employees are to be granted all statutory benefits. Wage deductions as punitive measures are not permitted.

- **FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING**

The right of employees to form and join organizations of their choice shall be respected; this also applies to the free operation of trade unions in accordance with the law of the place of employment. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative means of independent and free association of employees for the purpose of collective bargaining shall be provided. Employee representation shall be protected against discrimination. Employees shall not be discriminated on the grounds of forming, joining or being a member of such an organization.

- **PROHIBITION OF DISCRIMINATION**

Discrimination or unequal treatment of employees in any form is prohibited unless it is justified by the requirements of employment. This applies, for example, to discrimination based on gender, national, ethnic or social origin, skin colour, disability, health status, political conviction, ideology, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual is to be respected.

- **HEALTH PROTECTION AND SAFETY AT THE WORKPLACE**

The Supplier is responsible for providing a safe and healthy work environment in compliance with applicable laws and regulations. Necessary precautions shall be taken against accidents and damage to health

that may arise in connection with the activity by establishing and applying appropriate occupational safety systems.

In addition, employees shall regularly be informed and trained about applicable health and safety standards and safety measures.

- **PRESERVATION OF THE NATURAL BASIS OF LIFE**

The Supplier shall not unlawfully take away land, forests or waters, the use of which secures the livelihood of people; he shall refrain from corresponding harmful soil changes, water and air pollution, noise emissions as well as excessive water consumption, if this harms the health of persons, significantly impairs the natural basis for the preservation and production of food or prevents or impedes the access of persons to safe drinking water or sanitary facilities.

- **USE OF SECURITY FORCES**

The Supplier may not use private or public security forces to protect its business or entrepreneurial project if, due to a lack of instruction or control by the Supplier, there is a risk that the use of the security forces will violate the prohibition of torture and cruel, inhuman or degrading treatment, or that life or body will be injured, or that freedom of association and union will be impaired.

- **FURTHER ACTION OR OMISSION**

The Supplier shall be prohibited from doing anything or omitting to do anything in breach of duty which goes beyond the foregoing points and which is directly capable of impairing a protected legal position of the LkSG in a particularly serious manner and the unlawfulness of which is obvious on reasonable assessment of all the circumstances in question.

- **COMPLAINT MECHANISMS**

The supplier guarantees unhindered access to the complaints procedure set up by us (so-called whistle blower system) for the employees working for him. In particular, the supplier shall not undertake any actions that obstruct, block or impede access to the whistle blower system. The supplier is obliged to contractually pass on the aforementioned obligations to its direct suppliers and to ensure that the obligations are passed on in the supply chain.

2.2 ECOLOGICAL RESPONSIBILITY

The Supplier is committed to the goal of protecting the environment for present and future generations in a sustainable manner. Laws enacted to protect the environment shall be observed.

The Supplier shall use resources as sparingly as possible and keep the impact on the environment to a minimum. The use and consumption of resources during production or service provision and the generation of waste of any kind, including water and energy, shall be reduced or avoided. With regard to the use of energy, economic solutions shall be found to improve energy efficiency and minimize energy consumption. The Supplier shall also support environmentally conscious actions by its employees.

The Supplier shall follow a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. The prohibitions on the import and export of hazardous waste in the Basel Convention of March 22, 1989, as amended, shall be observed.

Chemicals or other materials that pose a hazard when released into the environment shall be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse and disposal.

Quicksilver shall be used in accordance with the prohibitions of the Minamata Convention of October 10, 2013, and persistent organic pollutants in accordance with the Stockholm Convention of May 23, 2001, as amended.

2.3 ETHICAL BUSINESS CONDUCT

- **FAIR COMPETITION**

The standards of fair business, fair advertising and fair competition shall be observed. In addition, applicable antitrust and competition laws shall be applied, which specifically prohibit collusion and other activities that affect prices or terms when dealing with competitors.

- **CONFIDENTIALITY AND DATA PROTECTION**

The Supplier and its employees are obliged to observe company and business secrets. Confidential information as well as confidential documents may not be disclosed to third parties or made accessible in any other way without authorization or without publicly accessible information. The Supplier shall observe the laws on data protection and information security and the official regulations when collecting, storing, processing, transmitting and forwarding personal data.

- **INTEGRITY, CORRUPTION**

The highest standards of integrity shall be applied in all business activities. We do not tolerate corruption, bribery or extortion; the Supplier therefore counteracts these risks.

3. IMPLEMENTATION OF REQUIREMENTS

With regard to supply chains, we expect our Suppliers to identify risks within them as well as to take appropriate measures. In the event of suspected violations as well as to safeguard supply chains with increased risks, the Supplier will inform us in a timely manner and, if necessary, on a regular basis about the identified violations and risks as well as the measures taken.

We may regularly monitor compliance with the standards and regulations set out in this Code of Conduct in a lawful and appropriate manner. This includes information rights, such as the completion of self-disclosure forms by the supplier, information about its suppliers or the implementation of preventive and remedial measures or the submission of certifications by the supplier.

In addition, we are entitled to carry out risk-based audits at the supplier's locations regularly or for specific reasons during normal business hours after reasonable advance notice, either ourselves or through persons commissioned by us; these may include on-site inspections and discussions with freely selected employees.

The Supplier shall also provide appropriate training or education to ensure that the responsible employees of its business have an appropriate understanding of the expectations and obligations set out in this Code of Conduct and the applicable laws.

Should a violation of the regulations of this Code of Conduct be identified, we will notify the Supplier of this in writing and set a reasonable grace period for the Supplier to bring its conduct into compliance with these regulations. If a remedy is not possible within a foreseeable period of time, the Supplier shall notify this immediately and prepare a concept with a time schedule for ending or minimizing the violation.

If the grace period expires fruitlessly or the implementation of the measures contained in the concept does not bring about a remedy after the expiry of the time schedule, we may terminate all contracts after the fruitless expiry of the deadline set if threatened so when the grace period was set. A statutory right to extraordinary termination, in particular in the event of serious, persistent or recurring violations, shall remain unaffected, as shall the right to claim damages.