

Guideline

Supplier Code of Conduct

1. Generally

- 1.1 Any activity carried out for the Compleo Group must be in full compliance with this Supplier Code of Conduct and all applicable laws, rules, regulations and guidelines.

2. General requirements

- 2.1 As a supplier, you agree to comply with the terms of this Code of Conduct and acknowledge that compliance with this Code of Conduct is a necessary condition for maintaining the business relationship between your company and the Compleo Group. You agree that all business activities on behalf of the Compleo Group will be conducted in full compliance with applicable laws, rules, regulations and policies. Should local legislation be less restrictive
If local legislation is more restrictive than the principles set out in this Code of Conduct, suppliers are expected to with at least the provisions of the Code of Conduct. Where local legislation is more restrictive than this Code of Conduct, suppliers shall, as a minimum, comply with local legislation.

3. Fighting corruption

- 3.1 Each Supplier agrees not to make, authorize or offer any gratuities such as bribes, kickbacks or other payments of money or anything of value to any person, including officials, employees or representatives of government, public or international organizations or other third parties (in the public or private sector), for the purpose initiating or continuing business or otherwise obtaining favorable business decisions in any way related to the Compleo Group. This includes the payment of money or the transfer of anything of value where there is reason to believe that it will be passed to a government official or decision maker at a client or potential client company for this purpose.
- 3.2 Suppliers are obliged to comply with the German Criminal Code, the US

Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("UKBA") and all applicable
comply with local anti-bribery laws.

4. Antitrust and competition law

- 4.1 The Compleo Group is committed to complying with the applicable antitrust or competition laws of any country or organization and expects its suppliers to comply these laws as well. The specific legislation in this regard varies from country to country. In principle, however, antitrust and competition laws prohibit agreements or actions that restrict trade.
are unreasonably restrictive, deceptive or misleading or unreasonably restrict competition without benefit to the consumer. Such agreements or actions contradict the guidelines of the Compleo Group.

5. Modern slavery

- 5.1 Suppliers must comply with all applicable labor laws (including those aimed at eradicating modern slavery) and fully with their obligations under such laws. In addition, the Compleo Group expects suppliers to, as a minimum, comply with all take reasonable steps to ensure that participants in their supply chains do not engage in behavior that could be modern slavery.

6. Compliance with export controls and trade sanctions

- 6.1 The Supplier shall ensure that the provision of products and services to the Compleo Group is not supported by companies and individuals with whom it is prohibited to transact under applicable export control and sanctions laws and regulations, including those on applicable sanctions lists (including the European Union's Consolidated Sanctions List, the US Specially Designated National (SDN) Lists, the US Denied Persons List, the BIS Entity List and the United Nations Security Council Sanctions List).

7. Labor standards

7.1 Our suppliers undertake to respect the human rights of employees and to treat them with dignity and respect in accordance with the guidelines of the international community and the international labor and social standards of the ILO in accordance with the following principles:

7.1.1 Freely chosen employment

Forced labor, bonded labor, indentured labor or involuntary prison labor are not used. All work is voluntary and employees must have the opportunity to terminate the employment relationship after a reasonable period of time and at their own will.

7.1.2 No child labor

Child labor may not be used at any stage of production. Children" are defined as all employed persons under the age of 15 (or 14 if the law of the respective country permits this), working in a job below the age specified for the

The employee must be under the age required to complete compulsory education or under the minimum age for employment in the respective country whichever is the highest. Employees under the age of 18 may not carry out hazardous work and may be exempted from night shifts, subject to training requirements.

7.1.3 Working hours

The working week may not exceed the maximum set by local legislation. In addition, a working week may not exceed 60 working hours including overtime. Exceptions are possible in emergencies or unusual situations. Employees must receive at least one day off per week.

7.1.4 Salaries and employer benefits

The Compleo Group expects its suppliers to comply with applicable minimum wage laws. All employer benefits required by local law must be provided. Payments must be made regularly and directly to employees. Deductions or withholdings from payments may only be made in accordance with local legislation and employees must be accurately informed of the actions taken.

Employees must have full control over their pay at all times. Deductions from wages as a disciplinary measure or to bind employees to the employer or their employment are not permitted.

7.1.5 Humane treatment

Employees must not be treated harshly and inhumanely, i.e. neither sexually harassed and abused, nor physically punished, mentally or physically

be forced to do anything and not be verbally attacked. Also the
The threat of such treatment is prohibited.

7.1.6 No discrimination

Our suppliers must a working environment free of harassment and unlawful discrimination. Companies must ensure that there is no discrimination on the basis of education, race, color, age, gender, gender identity or expression, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, trade union membership or marital status in recruitment and employment, as well as in promotions, bonus payments and access to training.

7.1.7 Freedom of association

Our suppliers are obliged to the rights of employees.
These include freedom of association, voluntary membership of a trade union, the establishment of a works council or participation in a works council in accordance with local laws. The
Employees must be able to communicate openly with management about working conditions without fear of reprisal, intimidation or harassment.

8. Occupational safety

- 8.1 Suppliers are responsible for ensuring that workers are not exposed to potential safety risks (e.g. hazards from electrical and other energy sources, fire hazards, hazards from vehicles and falls). They also provide the right structures as well as technical and administrative support.
controls, preventive maintenance measures and health and safety procedures (including the five safety rules) ensure good risk management. If risks cannot be adequately controlled with these measures, workers must be provided with the appropriate personal protective equipment.

9. Environmental protection

- 9.1 Suppliers recognize that taking responsibility for the protection of the environment is an essential aspect of the production of top quality products. Therefore, adverse impacts of manufacturing operations on the community, environment and natural resources are minimized and appropriate measures are taken to ensure the protection and safety of the public.

All necessary permits (e.g. for monitoring disposal) and registrations must be obtained, maintained and kept up to date, and the relevant operational requirements and reporting obligations must be fulfilled. Waste of any kind, including water and energy, must be reduced or completely eliminated, either at source or by modifying production, maintenance and plant processes, by substituting materials, by conservation measures, by recycling and reusing materials. Suppliers to identify and manage chemical and other materials that pose a risk if they escape into the environment.

- 9.2 Wastewater and solid waste generated operational processes, industrial processes and sanitary facilities must be monitored, controlled and treated. Emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals and combustion by-products from operational processes must be labeled, monitored, controlled and treated.
- 9.3 Suppliers must comply with all applicable laws and regulations regarding bans or restrictions on certain substances. This also includes labeling regulations and provisions for recycling and disposal. In addition, the processes on the supplier side must comply with all agreed provisions on customer-specific lists of restricted and hazardous materials.
- 9.4 Where applicable, suppliers to certified in accordance with international standards such as ISO 14001.

10. Responsible procurement of raw materials

- 10.1 "Conflict minerals" are minerals (ores and concentrates containing tin, tantalum or tungsten, as well as gold) and metals (containing tin, tantalum, tungsten or tungsten).
or gold) within the meaning of REGULATION (EU) 2017/821 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of May 17, 2017 ("Conflict Minerals Regulation"). "Conflict-affected and high-risk areas" are areas of armed conflict or post-conflict fragility, areas where governance and security weak or non-existent, for example failed states, and where there are widespread and systematic violations of international law, including human rights abuses.
- 10.2 Compleo Charging Solutions GmbH & Co KG pursues the goal of fulfilling its corporate due diligence obligations in its supply chains. To this end, conflict minerals that directly or indirectly finance or benefit armed groups and security forces in conflict and high-risk areas are to be removed from the supply chains of Compleo Charging Solutions GmbH & Co KG. Compleo Charging Solutions GmbH & Co. KG expects all suppliers to share this objective and - insofar as they are directly obliged - to comply with the due diligence obligations.

of the Conflict Minerals Regulation or take all legal and actual necessary precautions with regard to their suppliers to ensure that these regulatory requirements are observed.

- 10.3 All suppliers are required to inform Compleo Charging Solutions GmbH & Co. KG in writing when concluding orders for the sale of products to Compleo Charging Solutions GmbH & Co. KG if these products contain conflict minerals. Compleo Charging Solutions GmbH & Co. KG reserves the right to withdraw from corresponding orders if conflict minerals are used.
- 10.4 Compleo Charging Solutions GmbH & Co KG conducts due diligence on its supply chains to increase transparency in its supply chains and to identify the countries from which the conflict minerals used in its products may . Suppliers must cooperate with Compleo's due diligence processes and provide complete and accurate information upon request. Suppliers must carry out appropriate due diligence on their own supply chain and provide evidence of this to Compleo Charging Solutions GmbH & Co KG on request.

11. Business conduct

- 11.1 The Compleo Group expects its suppliers to act fairly and ethically in all business dealings. The employees of suppliers who are involved in the sale and licensing of products and services and in the negotiation of agreements and contracts with the Compleo Group involved in Compleo Group must ensure that all statements, communication and external presentation in connection with the Compleo Group are accurate and truthful.

11.1.1 Financial integrity

Accurate and reliable financial and business information critical to the Compleo Group's fulfillment of its financial, legal and business obligations. The books of account or
-Supplier records must not, under any circumstances, contain false or inaccurate entries relating to the Compleo Group. Suppliers must maintain their books of account in accordance retention policies and all applicable laws and regulations.

11.1.2 Conflicts of interest

The term "conflict of interest" means a circumstance that affects the Supplier's ability to act with absolute objectivity in relation to the supply of products to and the provision of services for the Compleo Group.

The Compleo Group wants to ensure that the services of its suppliers are provided free of any conflict of interest, and/or a situation in which there is a choice between its own interests (financial or otherwise) and the interests of the Compleo Group. The Compleo Group wants the services of its suppliers to be unencumbered and without conflicts of interest.

Suppliers must exercise reasonable care during their work for the Compleo Group to avoid actions or situations that could lead to a conflict of interest or give the impression of such a conflict. This also means that employees may not accept any other external activity that could create a conflict of interest with the Compleo Group or in any way impair the activity carried out by the supplier for the Compleo Group.

Suppliers must not encourage or influence current or former Compleo Group employees in any way to disclose or provide confidential, proprietary or other restricted information obtained during their employment with the Compleo Group in order to influence existing or proposed Compleo Group business transactions for the purpose of obtaining a business advantage.

Suppliers should exercise due care and diligence to ensure that any expenses offered to or incurred on behalf of a Compleo Group employee are within the normal and proper course of business and cannot reasonably be construed as a bribe or an inducement. Corporate gifts must not be intended to influence the recipient and obtain an unfair advantage, nor give the appearance of such an intention.

11.1.3 Invitations and gifts

A suitable guideline for assessing the appropriateness of a corporate gift is the question of whether the disclosure of this transaction would be unpleasant for the supplier or for the Compleo Group. The supplier's employees are only permitted to invite third parties to business meals and other business events in connection with Compleo Group business or to accept invitations from third parties if this favor meets the following criteria:

- It serves a recognized business purpose.
- It does not inappropriately influence a business decision and does not create the appearance of such an influence.
- It is not offered during an ongoing tender or negotiation process.

- It is open and transparent.
- It is not unlawful and does not violate ethical principles of business conduct, local business practices or the corporate policies of the customer, supplier, competitor or partner.

In principle, expenses for hospitality or business events should not exceed 100 euros per person. Gifts in kind, payments, loans or gifts of monetary value (such as vacation trips or other benefits) from current and potential customers, suppliers, competitors or partners to Compleo Group employees and their relatives and life partners, as well as other persons close to them, are not permitted above a threshold value of € 20.

This document was adopted on 01.08.2023.

Signed Jörg Lohr and Peter Hamela
For Compleo Charging Solutions GmbH & Co. KG