

## porta corporate group

### Purchasing guidelines to ensure compliance with the requirements of the Supply Chain Act (LkSG)

Complimentary to the conditions of purchase of the porta corporate group, the porta corporate group and the undersigned company (hereinafter referred to as "business partner") hereby agree to comply unexceptionally with the following Code of Conduct and the requirements regulated therein for the sole purpose of implementing and honoring the requirements and specifications for corporate due diligence in the supply chain. These are an integral and fundamental part of the contractual and supply relationship. It does not apply if the business partner is a SME (Federal Statistical Office: small and medium-sized enterprises with up to 249 employees and an annual turnover of up to EUR 50 million).

#### I. Preamble

The porta corporate group is committed to ecologically and socially responsible corporate management. Therefore, we expect the same attitude from all our business partners. We also require our employees to adhere to the principles of ecological, social and ethical conduct. Furthermore, we strive to continuously optimize our business activities and our products in terms of sustainability and encourage our business partners to contribute to this in terms of an integrated approach.

The contracting parties agree that the following provisions shall apply to future cooperation. This agreement shall constitute the basis for all subsequent deliveries. The contractual partners undertake to comply with the principles and requirements of the Code of Conduct outlined below and to do their utmost to contractually oblige their business partners to comply with the standards and regulations listed in this document. This agreement comes into force upon signature. This obligation does not apply exclusively to business partners who are SMEs.

The Code of Conduct is based on national laws and regulations as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, the International Labour Standards of the International Labour Organisation ("ILO") as well as the United Nations Global Compact.

#### II. Requirements for business partners: Social responsibility

##### (1) Prohibition of forced labor

It is prohibited to perform slave labor, slavery-like practices, serfdom or other forms of domination or oppression in the workplace environment, e.g. by means of extreme economic or sexual exploitation and humiliation or similar forms of work. The porta corporate group does not accept forced labor or human trafficking of any kind in its supply chain. All work performed within the scope of the employment relationship must be voluntary and free from any threat of penalty. Neither is debt or indentured servitude or involuntary prison labor permitted. Practices such as withholding personal property, travel passports, wages, work certificates or other documents for inappropriate reasons are unacceptable. Employees must be able to terminate work or employment at any time in accordance with the applicable legal requirements.

Furthermore, unacceptable treatment of workers, such as mental rigor, sexual and personal harassment, intimidation and humiliation, must not take place. The contracting or employment of private or public security staff is to be refrained from if, due to inadequate instruction or supervision on the part of the business partner, the security forces violate the prohibition of torture and cruel, inhuman or degrading treatment, cause injury to life or limb, or interfere with the freedom of association and trade union.

(2) Prohibition of child labor

Child labor is forbidden at any stage of the production process. The definition of child labor is based on ILO standards, in particular the Convention No. 138 of 26 June 1973 concerning the Minimum Age for Admission to Employment and the Convention No. 182 of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor. Accordingly, the age shall not fall below the age when compulsory education ends according to the law applicable in the place of employment and, in any case, shall not be less than 15 years. If any local law imposes a higher legal minimum age for workers or a longer compulsory schooling period, the higher age/stricter regulation shall apply. In the event that children are found at work, the business partner shall document the measures to be taken to remedy the situation and to enable the children to attend school. Young workers under 18 years of age shall not be employed to perform work that is harmful to the health, safety or morals of children. Special protective regulations must be observed.

(3) Fair remuneration

Remuneration for regular working hours and overtime shall be paid on a regular, timely and full basis and correspond to the national statutory minimum wage or the minimum standards of the industry, whichever is higher. In any case, the remuneration for overtime work shall exceed the remuneration for regular hours if this is required by the applicable law at the place of employment. Provided that the remuneration is not sufficient to cover the costs of the usual subsistence and to accumulate a minimum of reserves, the business partner shall be obliged to raise the remuneration accordingly. Employees shall be provided with all benefits stipulated by law. Penalty wage deductions are not permissible. The business partner shall ensure that employees receive clear, detailed and regular written information concerning the details of their remuneration.

(4) Fair working hours

Working hours must be compliant with applicable local laws or industry standards and ILO regulations.

Overtime work is permitted only if it is voluntary and does not exceed 12 hours per week, while employees must be given at least one day off after six consecutive working days. The weekly working time shall not regularly exceed 48 hours. Sufficient break times shall be ensured.

(5) Freedom of association

The right of workers to form and join organizations of their choice and to bargain collectively shall be respected. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative means of independent and free association of workers for the purpose of collective bargaining shall be provided. Workers shall not be discriminated against due to establishment, affiliation or participation in such an organization. Workers' representatives shall be protected against discrimination. They shall be granted free access to the workplaces of their colleagues to ensure that they are able to exercise their rights in a lawful and peaceful manner.

(6) Prohibition of discrimination

Unequal treatment of and discrimination against employees in any form shall be prohibited unless it is justified by the requirements of the employment. This applies, for example, to discrimination on the grounds of gender, national, ethnic or social origin, skin color, disability, health status, political convictions, ideology, religion, age, pregnancy or sexual orientation. Unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value. Personal dignity, privacy and personal rights of each individual have to be respected.

(7) Health protection; safety at the workplace

The business partner is responsible for a safe and healthy working environment. Adequate occupational safety systems shall be established and implemented to take necessary precautions against accidents and health hazards as well as other hazards that may arise in connection with the activity. In addition, employees are regularly informed and instructed on applicable health and safety standards and safety measures. Employees shall be provided with access to drinking water in sufficient quantity and access to clean sanitary facilities.

(8) Complaint procedure

The business partner is required to pass on information received from the porta corporate group to its employees as well as to its suppliers with regard to accessibility, competence and the implementation of the complaints procedure in an appropriate manner. The complaints procedure must be made available to the employees in such a way as to safeguard the confidentiality of their identities and ensure that there are effective measures in place to protect them from any discrimination. Unless notified, the business partner is responsible for establishing an effective complaints procedure at the company level for individuals and communities who may be affected by adverse effects. Similarly, the business partner is required to establish a complaints procedure if this is mandatory by law, for example under the Whistleblower Protection Act.

(9) Dealing with conflict minerals

The porta corporate group establishes processes for the conflict minerals tin, tungsten, tantalum and gold, as well as for other raw materials such as cobalt, in accordance with the Organization for Economic Cooperation and Development (OECD) Guidelines for Due Diligence to Promote Responsible Supply Chains for Minerals from Conflict and High-Risk Areas, and expects the same from its business partner. Smelting factories and refineries without adequate, audited due diligence processes shall be avoided. The provisions of the Conflict Minerals Regulation (EU) 2017/821 shall be complied with where applicable.

III. **Requirements for business partners:**  
**Ecological responsibility**

(1) Treatment and discharge of industrial waste water

Waste water from operations, manufacturing processes and sanitary facilities shall be categorized, monitored, inspected and, if necessary, treated prior to discharge or disposal. Furthermore, measures should be implemented to reduce the generation of waste water.

(2) Management of air emissions

General emissions from operations (air and noise) and greenhouse gas emissions shall be categorized, routinely monitored, inspected and, if necessary, treated prior to release. The

business partner is further responsible for monitoring its emission control systems and is required to implement cost-effective solutions to minimize any emissions.

(3) Handling of waste and hazardous substances

The business partner shall adopt a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. Compliance with local waste handling regulations and laws must be ensured. The prohibitions on the export of hazardous waste in the Basel Convention of 22 March 1989, as amended, shall be observed. Chemicals or other materials that pose a risk when released into the environment shall be identified and handled in such a way as to safeguard their safe handling, transport, storage, use, recycling or reuse and disposal. Mercury shall be utilized in accordance with the prohibitions of the Minamata Convention of 10 October 2013, and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended.

(4) Minimizing the use of raw materials and natural resources

The utilization and consumption of resources in the course of production and the generation of waste of all kinds, including water and energy, shall be reduced or avoided. This can either be accomplished directly at the production site or by means of procedures and measures, e.g. by modifying production and maintenance processes or procedures in the company, by using alternative materials, by savings, by recycling or by reusing materials.

(5) Managing energy consumption/efficiency

Energy consumption shall be monitored and documented. Economic solutions shall be found to improve energy efficiency and minimize energy consumption.

**IV. Requirements for business partners:  
Business Ethics**

(1) Fair competition

The standards of fair business, fair advertising and fair competition shall be observed. Furthermore, the applicable antitrust laws shall be applied, which in particular prohibit agreements and other activities that influence prices or conditions in dealings with competitors. Moreover, these regulations prohibit agreements between customers and business partners which are intended to restrict customers in their freedom to determine their prices and other conditions autonomously when reselling.

(2) Confidentiality/Data protection

The business partner undertakes to meet the reasonable expectations of its contracting authority, suppliers, customers, consumers and employees with regard to the protection of private data. The business partner is obliged to comply with the laws on data protection and information security as well as the official regulations with regard to the collection, storage, processing, transfer and forwarding of personal data.

(3) Intellectual property

Intellectual property rights shall be respected; technology and know-how transfers shall be made in such a way as to protect intellectual property rights and customer related information.

(4) Integrity/Bribery and avoidance of conflicting interests

All business activities shall be conducted in compliance with the highest standards of integrity. The business partner shall adopt a zero tolerance policy in prohibiting all forms of bribery, corruption, extortion, embezzlement, insolvency offences and profiteering. Procedures for monitoring and enforcing standards shall be implemented to ensure compliance with anti-corruption laws.

(5) Money laundering and terrorist financing

Domestic and foreign regulations on the prevention of money laundering and the financing of terrorism shall be complied with and transactions which serve the purpose of money laundering or the financing of terrorism shall be refrained from.

(6) Foreign trade regulations

Export restrictions according to national law, EU regulations or other international embargo and export regulations must be complied with.

## V. Implementation of the requirements

We expect our business partners to identify risks in their supply chains and to implement appropriate prevention and remedy measures. Our business partners are required to impose this Code, or equivalent requirements, on their own suppliers and personnel by means of appropriate contractual arrangements. If the business partner is SME, it shall provide information necessary to facilitate the risk analysis thereof, in particular in the case of identified risks and in relation to any measures taken by the business partner for its own risk analysis. The business partner is obliged to cooperate with the porta corporate group with regard to the necessary remedy measures in the case of identified risks.

In the case of suspected violations and for safeguarding supply chains with increased risks, the business partner shall inform the porta corporate group promptly and, if necessary, regularly about the identified violations and risks as well as the implemented measures. The porta corporate group will verify compliance with the standards and regulations listed in this document, if necessary, by means of a self-assessment questionnaire and certifications of the business partner. If the risk analysis of the porta corporate group indicates that an audit at the site of the business partner appears to be necessary, the business partner hereby agrees that the contracting authority may carry out such an audit to verify compliance with the Code at the relevant site of the business partner during normal business hours after reasonable advance notice by persons appointed by the contracting authority.

The business partner shall provide all documents and information necessary for the execution of the audit and to grant access to them. The business partner may object to individual audit measures if they violate mandatory data protection regulations. In the event that the auditor identifies a violation of the provisions of this Code of Conduct, the porta corporate group will immediately notify the business partner in writing and specify a reasonable period of grace to bring the business partner's conduct into compliance with the provisions of this Code of Conduct. If a remedy is not possible in the foreseeable future, the business partner shall immediately notify the porta corporate group and provide a time schedule concept in cooperation with the porta corporate group to terminate or minimize the violation.

In the event that the grace period expires without results or the implementation of the measures specified in the concept does not remedy the situation after the expiry of the time schedule and there are no milder measures available, the porta corporate group may terminate the business relationship and cancel all contracts. The statutory right to extraordinary

termination without a period of grace, especially in the case of severe violations, remains unaffected, as does the right to compensation for damages.

## VI. No third party protection

This Supplier Code of Conduct exclusively regulates the relationship between the porta corporate group and its business partners. Third parties are not included in the scope of protection of this Code of Conduct and cannot assert any rights arising herefrom.

## VII. Acknowledgement and consent of the business partner

The business partner hereby confirms to have read and understood the Code of Conduct. The business partner undertakes to act responsibly and to comply with the principles/requirements outlined therein. The business partner undertakes to communicate the contents of this Code or a comparable code in terms of content to employees, agents and subcontractors in a manner that is comprehensible to them and to take all necessary precautions for the implementation of the requirements.

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