

Sustainability Agreement

The following is agreed between

- hereinafter **dormakaba** -

and

- hereinafter **Supplier** -

Preamble

dormakaba and Supplier are in a contractual relation for the manufacturing, processing and/or supply of dormakaba with products and/or services.

Sustainability is a foundation of the dormakaba core strategic pillars.

Supplier is aware that dormakaba is committed to foster a sustainable development along its entire value chain in line with economic, environmental and social responsibilities towards current and future generations. These responsibilities include responsible management based on international standards such as ISO, UN Global Compact et.al. in the areas of ethics, environment, sustainable procurement, and fair and safe labor and human rights.

dormakaba expects Supplier to commit to these principles as laid out in the dormakaba Supplier Code of Conduct, which the Supplier has accepted. The current version can be found online under <https://www.dormakabagroup.com/en/suppliers#downloads>

To achieve this, dormakaba requires its suppliers to commit themselves to dormakaba's supplier sustainability engagement program.

Now, therefore, the parties agree as follows:

1. SCOPE AND OBJECT OF AGREEMENT

The Supplier confirms that all orders placed by dormakaba or affiliated companies of the dormakaba Group are subject to the terms of this agreement. Adherence to this agreement is deemed to be a material part of the contractual relationship between the parties.

Affiliated companies of the dormakaba Group means a company or other entity which (a) is controlled, directly or indirectly, by dormakaba, (b) controls, directly or indirectly, dormakaba or (c) is under common control with dormakaba, where the expressions "is controlled",

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“controls” and “is under common control with” shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.

2. SUSTAINABLE DEVELOPMENT

As part of our responsible purchasing program, dormakaba may ask suppliers to provide details about their sustainability practices. The request will depend on the level of sustainability risks associated with the Supplier's activities, products and services dormakaba may evaluate the Suppliers's sustainability approach to ensure it aligns with our standards.:

- a) Upon request, the Supplier must provide a third-party, independent sustainability scorecard or audit report which has been conducted within the 12 months prior to the request or commit to undergo such an assessment at its own cost within three months of the request. The sustainability assessment can be based either on an off-site, remote assessment or an on-site audit. Supplier will receive an invitation to participate in an EcoVadis assessment as a first step, as this is the preferred rating agency of dormakaba. Alternatively, Supplier has the option to choose another sustainability rating or auditing agency for this evaluation. The following standards are accepted: EcoVadis, Integrity Next, ELEVATE ERS 3.0, Responsible Business Alliance SVAP, SMETA. Additional standards are subject to dormakaba approval and quality check.
- b) The frequency of future evaluations will be based on performance and the result of the conducted assessment, with reassessment after one, two, three or five years. In the case of EcoVadis assessments, the reassessment period is as follows:
 - a. EcoVadis Score < 45 – annual reassessment
 - b. EcoVadis Score 45-54 – every two years
 - c. EcoVadis Score 55-64 – every three years
 - d. EcoVadis Score > 65 – every five years

If the results of the evaluation fall below dormakaba established benchmarks, the Supplier agrees to undergo more frequent evaluations. If the result of the off-site evaluation and/or on-site audit are deemed unsatisfactory by dormakaba, the Supplier and dormakaba will collaboratively develop an improvement plan to be implemented by the Supplier. In the case of EcoVadis assessments, an improvement plan for Suppliers scoring < 45 is required. dormakaba reserves the right to verify the implementation of this improvement plan on an annual basis.

- c) Compliance with the regulations of this agreement is a material obligation for the Supplier. Specifically, failure to actively participate in the sustainability assessment as outlined or to implement actions defined in a jointly developed improvement plan will be considered a material breach of contract.

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If the Supplier does not address such a material breach within a reasonable period defined by dormakaba, dormakaba reserves the right to terminate all business relation with the Supplier, particularly in cases related to human rights violations, such as risk of forced labor and child labor. In such instances, dormakaba may at its discretion, terminate all or specific contracts with the Supplier extraordinarily for good cause.

3. MISCELLANEOUS

There are no agreements additional to this Agreement. Amendments and supplements must be in writing. This shall equally apply to any amendment of this clause providing for the requirement for the written form.

Should one of the provisions of this Agreement be invalid or incomplete, the remaining provisions shall continue to be in force. The invalid provision should be replaced by a provision that, as far as possible, fulfils the economic objective pursued by the invalid provision.

4. CHOICE OF LAW AND JURISDICTION

This Agreement shall be governed by the laws of the country in which dormakaba has its registered office, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction shall be the competent court at the registered office of dormakaba.

Ennepetal, dated _____

....., dated _____

dormakaba Deutschland GmbH

Supplier

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____