



CODE OF CONDUCT

POLIFILM GROUP

I. Preamble

1. We - the **POLIFILM Group** („we/POLIFILM“) - are committed to our social responsibility in open and fair world trade and undertake to comply with the principles of social responsibility.
2. As a globally operating company with years of experience, we aim to operate in a socially, economically and ecologically balanced and sustainable way and to adopt and be bound by the standards defined in this Code of Conduct.
3. Through their co-operation, our business partners make a significant contribution to the company's success. This co-operation is also the basis for the joint creation of products and processes for the future as well as sustainable values. Close co-operation with our customers, suppliers and service providers, based on mutual trust, is a priority for us and includes a common understanding of ethical and sustainable conduct.
4. Thus, we expect that they also take responsibility and comply with the standards defined in this Code of Conduct in their business dealings with POLIFILM, or any other POLIFILM group companies.
5. This Code of Conduct applies to suppliers, service providers and customers of POLIFILM with whom a direct business relationship exists (hereinafter referred to as „Business Partner“) and defines the principles and requirements in respect of responsibility for people and the environment.

II. General Rules of Conduct

1. Compliance with Laws, recognised standards and guidelines

The Business Partner shall comply with the applicable national laws, regulations and ordinances and support the relevant internationally recognised standards, guidelines and principles, in particular the principles of the UN Global Compact, UN Guiding Principles on Business and Human Rights, the Universal Declaration of Human Rights, the conventions of the United Nations (UN) as well as the core labour standards of the International Labour Organisation (ILO), „Declaration on Fundamental Principles and Rights at Work“ (Geneva, 06/98) of the International Labour Organisation (ILO). Compliance with this Code of Conduct and the above standards may not be circumvented by collateral agreements, such as contractual arrangements or comparable measures.

2. Business documents, records or reports, such as annual or final reports, audit reports and any other business documents must be accurate, complete and truthful.

III. Social Standards

1. Human Rights

The Business Partner is obliged to observe and respect internationally recognised human rights in accordance with the United Nations Declaration of Human Rights. It must ensure that it is not complicit in human rights violations. Any form of human trafficking will not be tolerated.

2. Prohibition of Child Labour

2.1. Any exploitation of children and young people will not be tolerated. Child labour in the sense of the ILO conventions as well as national regulations is prohibited. Compliance with the minimum age of workers in accordance with the ILO convention for employment as well as the prohibition of child labour must always be observed by the business partner.



2.2. Children and young people must not be exposed to dangerous, unsafe or unhealthy situations.

3. Occupational Health and Safety

3.1. The physical integrity of employees and visitors must be given the highest priority. The national standards for occupational health and safety must be complied with.

3.2. In addition, the Business Partner shall take appropriate measures within this framework for a hygienic and safe workplace and maintain health and safety.

3.3. The Business Partner will also take appropriate measures, install, operate and develop systems to identify and prevent potential health hazards from accidents and injuries as well as work-related illnesses of their employees. Whenever possible, the Business Partner will use the best available technology.

4. Working Hours

Working hours shall comply with the relevant ILO conventions, but at least with the applicable national laws and regulations.

5. Remuneration and Social Benefits

The Business Partner shall ensure that the wage paid to employees, including social benefits, is at least equal to the legal minimum wage or the minimum wage instructed in the sector.

6. Freedom of Association and Right to Collective Bargaining

The Business Partner shall respect the fundamental right to of freedom of association and the right to collective bargaining within the framework of national laws and shall ensure that this is not impaired. In the event that national standards restrict the right to organise and to bargain collectively, the Business Partner should work to enable and permit the free and independent association of workers for the purpose of bargaining.

7. Prohibition of Forced Labour

The Business Partner shall refrain from all forms of forced and compulsory labour as well as human rights violating involuntary prison labour.

8. Disciplinary Measures

We are committed to treating all employees with dignity and respect. Sanctions, fines, other penalties or disciplinary measures must be in accordance with applicable national and international standards and internationally recognised human rights. Arbitrary sanctions, fines, other penalties or disciplinary measures shall be avoided. The Business Partner shall ensure that no employee is subjected to verbal, psychological, sexual and/or physical violence, coercion or harassment.

9. Equal opportunities

The Business Partner shall refrain from any form of discrimination based on:

- ethnic affiliation
- national or social origin
- skin colour
- gender
- age
- religion and belief
- political activity
- Trade union membership
- disability
- sexual orientation

or other personal characteristics. The respective legal provisions apply.



IV. Environmental Standards

1. Environmental and Climate Protection

1.1. The aim is to reduce the environmental impact through the careful use of all resources (energy, raw materials, etc.) as well as the reduction of emissions and energy consumption and increase energy efficiency.

1.2. Measures must be taken to ensure a responsible approach to the environment. We expect our Business Partner to observe environmental and climate protection in accordance with applicable international standards and legal requirements and to minimise the environmental impact of processes and products.

This means:

- manage resources efficiently (energy, water, raw materials, consumables and supplies),
- use environmentally friendly materials wherever possible,
- avoid or reduce emissions and waste or to recycle them wherever possible,
- design logistics processes in an environmentally friendly manner,
- work towards the development and diffusion of environmentally friendly technologies.
- handle chemicals and other materials that pose a risk to the environment responsibly and safely during processing, storage, transportation or disposal.
- To avoid or minimize impacts on the environment and the health of employees in all activities.

1.3. For this purpose, suitable and traceable measures should be taken and systems (based on ISO 14001, ISO 50001 or comparable systems) should be used in order to continuously improve the protection of the environment and the climate. Employees of the Business Partners should be informed, trained and encouraged in environmental protection relevant to their tasks. With regard to the relevant environmental requirements for deliveries and services, the General Terms and Conditions of Purchase also apply.

1.4. The Business Partner is obliged to immediately notify us in writing of all environmental risks and to disclose to our company the results of investigations required by law or the authorities. The Business Partners must immediately answer and comply with all enquiries and notified regulations/restrictions to us regarding the use of hazardous substances. An active engagement with the topic of environmental protection is required by the Business Partners with the aim of installing an environmental protection management system at their premises.

2. Handling of banned Substances

Substances that are subject to legal restrictions or bans may only be present in the delivered components, materials or in the products contained therein in accordance with these legal regulations (e.g. Chemicals Prohibition Ordinance, End-of-Life Vehicles Ordinance, REACH Regulation (EC) No. 1907/2006 as amended).

V. Business Relations

1. Prevention of Corruption and Conflicts of Interest

1.1. The highest level of integrity is expected in all business activities and relationships. The Business Partner is committed to respecting international and local anti-corruption and bribery laws.

1.2. The Business Partner must reject and prevent any form of corruption, including „facility payment“, in the course of business. He must ensure that employees, subcontractors or representatives do not grant, offer or accept any bribes, kickbacks or other inadmissible payments or benefits. This also applies to any kind of criminal offences, such as fraud, embezzlement or offences against competition.

1.3. We do not tolerate any conflicts of interest, e.g. in the form of personal benefits from positions or activities and expect the same from our business partner. Any suspicions in connection with business activities can be reported to the central platform set up for this purpose: https://bit.ly/PF_compliance_center.



2. Antitrust and Competition Law

The Business Partner shall observe all applicable national and international antitrust laws as well as the laws against unfair competition. Agreements on prices or conditions with competitors are therefore to be refrained from, as are other agreements restricting competition, which include in particular agreements with competitors for the purpose of market or customer sharing.

3. Export Control and Trade Restrictions

Applicable trade regulations or restrictions must always be complied with. This applies in particular to counter-terrorism regulations, compliance with embargoes as well as prohibitions and licensing requirements in connection with the movement of goods, the use of technologies and the procurement of services.

4. Product Responsibility and Quality

All products and services must meet the contractually specified quality and safety criteria upon delivery and be safe to use for their intended purpose. To ensure the health and safety of the end customers, the relevant national and international regulations on product responsibility (e.g. product liability, take-back obligations, product labelling, warranty provisions) must be observed by the Business Partner in co-ordination with us.

5. Avoidance of Minerals from Conflict and Risk Areas

5.1. The Business Partner assures that no conflict minerals, such as in particular tin, tantalum, tungsten, gold and their derivatives, from conflict and risk areas are used. Conflict minerals are in, accordance with the Dodd Frank Act Section 1502, minerals whose proceeds directly or indirectly financially support non-state armed groups.

5.2. We expect our Business Partner to provide evidence that they source or process DRC conflict-free minerals.

5.3. Upon request by POLIFILM, the Business Partner shall promptly provide an overview of measures it has taken to ensure that its products are free of conflict minerals. For this purpose, it shall use the standardised reporting format of the Conflict Free Sourcing Initiative (CFS) and the Conflict Minerals Reporting Template (CMRT).

6. Information security, data protection and copyright

6.1. Information, whether physical or digital, is a particularly important asset for us. We therefore protect sensitive information of our group of companies to ensure integrity, availability and confidentiality. Our Business Partner will respect POLIFILM's know-how, patents, trade and business secrets as well as all other information provided by us. He shall not pass these on to third parties without our prior express written consent or in any other inadmissible manner. In any case, disclosure is only permitted for contractual purposes.

6.2. The Business Partner assures to comply with the Secrecy Directive (EU) 2016/943 and to implement a minimum standard of protective measures for the operational and transferred know-how of POLIFILM. Business Partners located outside the European Union undertake to comply with the principles of this Directive as well.

6.3. In addition, our Business Partner, like ourselves, will comply with all applicable laws regarding the protection of personal data of employees, customers, suppliers and other data subjects and will apply the requirements of the GDPR accordingly.

6.4. Third party rights shall be protected accordingly.



VI. Final Provisions

1. Implementation

We expect our Business Partner to comply with the above principles. We recommend to enable continuous improvement a suitable system is put in place (definition and documentation of responsibilities, procedures, objectives and measures). We expect our Business Partner to work towards consistent dissemination of these standards in the supply chain.

2. Information and Communication

This Code of Conduct can be viewed on the Internet at <https://www.polifilm.com/research-environment/sustainability>, downloaded and printed out and shall be made available by the Business Partner to the relevant employees.

3. Monitoring

We reserve the right to monitor compliance with the above requirements either by ourselves or by independent third parties.

4. Sanctions and Remedies

4.1. It is the responsibility of the Business Partner to ensure that its subcontractors also act in accordance with these regulations.

4.2. Any material breach of the above obligations will be considered by us as a breach of contract by the Business Partner. If possible, we will give the Business Partner the opportunity to take appropriate remedial action.

4.3. We reserve the right to terminate all existing legal transactions with the Business Partner by means of extraordinary termination in the event of a breach. It is within the decision making authority of us to forego such consequences and to take alternative measures in lieu thereof, if countermeasures are immediately pointed out and proven.

5. Dealing with Queries and Advice

The following central platform is available for queries, questions, or justified suspicions:

https://bit.ly/PF_compliance_center. Please do not hesitate to contact us, if you observe a violation of the rules or you have a well-founded suspicion that a violation of the rules may have occurred. We will ensure that employees, business partners or other third parties who, in good faith, report an actual or suspected violation of this Code of Conduct will not suffer any consequences as a result of this reporting.

In individual cases, we may request disclosure of the identity of a whistleblower in order to check the plausibility of suspicious cases and to make them more specific, and if this would not be detrimental to the whistleblower..

We would like to point out that in individual cases and/or where there is a legal obligation to do so, confidential information may have to be passed on to third parties (e.g. for the purpose of opening an investigation).

