

Code of Conduct  
for  
Suppliers and Service Providers  
of the  
BHTC Group

## **Table of Contents**

<b>Introduction from the Business and Purchasing Management .....</b>	<b>2</b>
<b>1. Working Conditions .....</b>	<b>3</b>
<b>1.1. Free Choice of Employment.....</b>	<b>3</b>
<b>1.2. No Child Labour.....</b>	<b>3</b>
<b>1.3. Working Hours.....</b>	<b>3</b>
<b>1.4. Wages and Employee Benefits .....</b>	<b>3</b>
<b>1.5. Human Treatment.....</b>	<b>3</b>
<b>1.6. Prohibition of Discrimination .....</b>	<b>4</b>
<b>1.7. Freedom of Association.....</b>	<b>4</b>
<b>2. Health and Safety .....</b>	<b>4</b>
<b>2.1. Health and Safety at the Workplace.....</b>	<b>4</b>
<b>2.2. Emergency Preparedness .....</b>	<b>4</b>
<b>3. Environment .....</b>	<b>4</b>
<b>3.1. Environmental Protection.....</b>	<b>4</b>
<b>3.2. Hazardous Substances .....</b>	<b>5</b>
<b>3.3. Restrictions regarding Substances in Products .....</b>	<b>5</b>
<b>4. Business Ethics .....</b>	<b>5</b>
<b>4.1. Law-Binding Behavior.....</b>	<b>5</b>
<b>4.2. Integrity.....</b>	<b>5</b>
<b>4.3. Prohibition of Improper Advantages .....</b>	<b>5</b>
<b>4.4. Fair Competition (Antitrust Law).....</b>	<b>5</b>
<b>4.5. Avoiding Conflicts of Interests .....</b>	<b>5</b>
<b>4.6. Protection of Confidential Information, Data Protection.....</b>	<b>5</b>
<b>4.7. Export / Import Legislation .....</b>	<b>5</b>
<b>4.8. Disclosure of Information .....</b>	<b>6</b>
<b>4.9. Intellectual Property.....</b>	<b>6</b>
<b>4.10. Rights of Indigenous Peoples/Local Communities.....</b>	<b>6</b>
<b>4.11. Responsible Procurement of Raw Materials.....</b>	<b>6</b>
<b>5. Violations of the Principles of this Code of Conduct.....</b>	<b>6</b>
<b>6. Confirmation of Compliance with the Code of Conduct and Auditing.....</b>	<b>6</b>

## Introduction from the Business and Purchasing Management

As a worldwide operating automotive supplier of high-tech products, it is our duty to ensure that we provide services of the highest level in every respect.

Basis of the cooperation with our suppliers and service providers ("**Business Partner/-s**") is the common understanding that products and services of the group companies of BHTC (hereinafter also "**BHTC**") are created in a value chain that fully meets international standards. The fulfillment of the corresponding social and ecological standards by BHTC and its Business Partners is the basis for the fact that we are able to meet the daily challenges we face in a sustainable and responsible way for the benefit of our company and our customers. Furthermore, the internationally recognized and applicable quality management systems expect the highest possible transparency in dealing with corporate responsibility in the supply chain.

For this reason, we summarized our expectations towards Business Partners with regard to working conditions, health, safety, environment and business ethics in this Code of Conduct for Suppliers and Service Providers ("**Code of Conduct**"). The fulfillment of the principles set out therein is an integral part of Business Partner selection and Business Partner evaluation at BHTC. BHTC reserves the right to terminate business relationships with Business Partners, provided that they do not comply with the principles defined in this Code of Conduct.

This Code of Conduct is based on the principles of the "United Nations Global Compact" and the standards of conduct set out in the conventions of the International Labor Organization (ILO), the "Code of Conduct of the Electronics Industry" (EICC), and the „Automotive Industry Guiding Principles to Enhance Sustainability Performance in the Supply Chain“ of Drive Sustainability (former: European Automotive Working Group on Supply Chain Sustainability and AIAG (Automotive Industry Action Group)). In the event that certain agreed provisions or applicable legislation provide for more extensive regulations, these shall prevail. Standards for a globally responsible management of supply chains and the level of due diligence required in this respect are, among others, set by legal regulations such as the UK Modern Slavery Act, the US Dodd-Frank Act or the EU Conflict Materials Regulation 2017/821 and more frequently by supplementary national "supply chain laws".

This Code of Conduct applies worldwide to all Business Partners of BHTC. By confirming, respectively by contractually including this document in the business relationship, the Business Partners undertakes to act responsibly and adhere to the principles set out therein. In addition, our Business Partners are expected to ensure that their suppliers and service providers also orientate themselves on the principles of this Code of Conduct and comply with the underlying standards.

Lippstadt, March 2024

For the BHTC GmbH

Michael Jaeger

CEO

Peter Schmidt

Executive Vice President Purchasing

## **1. Working Conditions**

The Business Partner agrees to safeguard the human rights of its employees and to treat them with dignity and respect. This refers to all employees including part-time and temporary workers, student interns, full-time employees, and any other form of manpower.

### *1.1. Free Choice of Employment*

There shall be no forced labor, slave labor or any other comparable form of labor. All labor must be voluntary and employees must be free to end their labor or their employment relationship at any time.

### *1.2. No Child Labour*

The employment of children is prohibited. Those below 15 years of age (depending on national law below 14 years of age), children of school age or those that have not yet reached the minimum age for employment in the respective country shall not be employed. Employees under 18 years of age shall not perform work that could endanger their health or safety. Insofar as there is the possibility of a corresponding risk, there shall be special measures put in place to protect these children /young persons.

### *1.3. Working Hours*

The weekly hours of work shall not exceed the respective statutory maximum. The weekly hours of work including overtime should not exceed 60 hours. Emergencies and extraordinary circumstances constitute an exception. Each employee shall be entitled to at least one day off after working for six consecutive working days.

### *1.4. Wages and Employee Benefits*

Alongside economic circumstances, the requirements for business development and productivity, the remuneration paid to employees (hired employees and other workers) shall accord with all applicable national laws on remuneration, which includes laws on the minimum wage, overtime and statutory welfare benefits. Such remuneration shall furthermore enable the employees to participate in social, cultural and political life.

Upon request by BHTC Business Partners must provide evidence of compliance with minimum wages in their own organization and along the chain of subcontractors. Corresponding proof is possible by immediate submission of a current confirmation issued by a suitable independent external expert or auditor (for example, an accountant) or through other suitable documentation.

If due to a violation (e.g. by not paying the minimum wage) a corresponding legal basis allows an employee of the Business Partner or one of its subcontractors to assert a claim against BHTC in its capacity as customer of the Business Partner, the Business Partner undertakes to indemnify BHTC upon first demand against all corresponding claims to be derived in connection with the violation against BHTC.

### *1.5. Human Treatment*

Employees shall not be subjected to disproportionate stringency or treated in an inhumane manner. This includes sexual harassment, sexual abuse, physical reprimand and physical and mental abuse. It also applies to the threat of such treatment.

### *1.6. Prohibition of Discrimination*

The Business Partner agrees not to tolerate any unlawful harassment or discrimination within its workforce. The Business Partner's recruitment and employment practices, such as for advancement and remuneration or access to training opportunities, shall follow ethical standards respecting the principles of equity, equality, diversity, and protecting minorities and must not discriminate against employees on the basis of race, ethnic origin, skin color, nationality, age, appearance, gender, sexual identity, ethnic background, disability, pregnancy, religious or political conviction, trades union membership or family status.

### *1.7. Freedom of Association*

In line with the relevant national legislation, the Business Partner grants employees the right to form and join associations and to safeguard their interests.

## **2. Health and Safety**

The Business Partner acknowledges that a safe and healthy work environment contributes to improvement in the quality of goods and services and to motivation of the workforce.

### *2.1. Health and Safety at the Workplace*

The Business Partner shall ensure that it has organization systems, processes and/or measures in place in order to comply with national health and safety legislation.

The Business Partner shall identify, assess and take measures to eliminate potential safety risks. The employees shall be informed of potential safety risks and instructed on proper, safe behavior and the corresponding safety measures to be implemented. Should such measures not afford adequate hazard management, the employees shall be provided with suitable personal protective equipment.

### *2.2. Emergency Preparedness*

Potential emergency situations and events shall be identified and evaluated. Their impact shall be minimized by implementing emergency plans and reporting procedures.

## **3. Environment**

The Business Partner acknowledges that environmental responsibility is an integral part of product manufacture. The Business Partner takes responsibility for the conservation of natural resources (e.g., soil, air and water quality) and the protection of the environment (e.g., the preservation of biodiversity through species and animal protection). The Business Partner strives to avoid or reduce negative environmental impacts in the design of its operational processes (e.g., through the use of renewable energy, reuse, recycling, decarbonization, avoidance or reduction of waste, efficient use of land, water and energy, avoidance of noise emissions and deforestation).

### *3.1. Environmental Protection*

The Business Partner confirms that it has implemented systems, processes and/or measures and has obtained the necessary approvals in order to comply with statutory national environmental regulations. Greenhouse gas emissions monitoring and reporting should be part of an adequate environmental protection management. The employees shall be instructed on how to avoid environmental risks.

### *3.2. Hazardous Substances*

Chemicals and other materials that pose a hazard to the environment if released, shall be identified and managed in such a way that ensures their safe handling, transport, storage, use and recycling or disposal.

### *3.3. Restrictions regarding Substances in Products*

The Business Partner shall abide by all applicable national laws and regulations and customer specifications regarding the prohibition or restriction of specific substances. This includes mandatory labeling for recycling and disposal.

## **4. Business Ethics**

The Business Partner and its representatives shall uphold high ethical standards in order to fulfil their social responsibilities and be regarded as successful in the market. The following principles shall apply:

### *4.1. Law-Binding Behavior*

The Business Partner agrees to comply with all applicable national laws and other regulations in the context of its business operations at any time.

### *4.2. Integrity*

All business interactions shall be governed by high standards of integrity. The Business Partner shall particularly not have any tolerance towards money laundering, bribery, corruption, extortion, fraud and embezzlement and shall prohibit them in any form. All business processes must be transparent, properly, and accurately reflected on Business Partners' business and financial records.

### *4.3. Prohibition of Improper Advantages*

Bribes or other means of obtaining an illegal or improper advantage shall not be offered, accepted as a promise or received. Procedures shall be put in place to monitor and implement these requirements in order to ensure adequate compliance with anti-corruption laws.

### *4.4. Fair Competition (Antitrust Law)*

The Business Partner shall respect fair competition and conduct every business activity in compliance with the applicable antitrust legislation and provisions.

### *4.5. Avoiding Conflicts of Interests*

Decisions shall only be taken on the basis of objective, business-related considerations and not influenced by personal interests.

### *4.6. Protection of Confidential Information, Data Protection*

Business secrets and personal information shall only be used to the extent to which they are necessary and permitted and they shall be protected appropriately. The applicable laws on data protection and information security as well as corresponding official regulations must be observed.

### *4.7. Export / Import Legislation*

Applicable legislation and regulations relating to export and import control as well as customs shall be adhered to.

#### *4.8. Disclosure of Information*

Information on the company's business activities, structure, financial situation and performance shall be disclosed in accordance with the applicable provisions and usual business practices in the sector. The falsification of records and misrepresentation of conditions and practices in the supply chain are not acceptable.

#### *4.9. Intellectual Property*

Intellectual property rights shall be respected (e.g., no unauthorized use of third-party rights and no use of counterfeited products); transfer of technology and know-how must be done in a manner that protects intellectual property rights.

#### *4.10. Rights of Indigenous Peoples/Local Communities*

Concerning its business activities and the establishment and development of its sites, the business partner respects the rights of indigenous peoples and other local communities (e.g., land, forest and water rights).

#### *4.11. Responsible Procurement of Raw Materials*

The Business Partner shall adopt appropriate measures which ensure to the best of its knowledge and belief that raw materials used in the manufacture of its products particularly tantalum, tin, tungsten, gold (so-called "conflict minerals") do not directly or indirectly serve as means to finance or support private or public armed groups or forces that commit serious human rights violations. The Business Partner shall exercise due diligence with respect to the origin and chain of custody of such minerals.

### **5. Violations of the Principles of this Code of Conduct**

To the extent required, the Business Partner shall implement and make available appropriate grievance channels and remediation mechanisms so that concerns or complaints can be addressed, without fear of retaliation.

The Business Partner shall notify BHTC without request of any events which are in conflict to the principles of this Code of Conduct. Via the digital Whistleblowing System available on BHTC's website, Business Partners and other third parties have the opportunity to report violations of national laws and other regulations at any time - regardless of whether it relates to misconduct within the BHTC or along the supply chain.

Measures required to eliminate a violation or to prevent a future violation shall be implemented immediately or within a reasonable period of time set by BHTC. In the event of a violation, it must be credibly demonstrated that countermeasures have been initiated to prevent future violations.

In the event of a serious violation, BHTC shall be entitled to extraordinary termination or withdrawal from all existing transactions with the Business Partner and to terminate any and all negotiations in place. Further claims of BHTC remain unaffected.

### **6. Confirmation of Compliance with the Code of Conduct and Auditing**

Without request and based on a self-assessment the Business Partner shall provide an annual confirmation that the requirements of this Code of Conduct are fully complied with. This confirmation also covers the fact that the Business Partner has passed on the requirements of this Code of Conduct to its suppliers and service providers and ensures compliance in its own supply chain. The current BHTC Self-Assessment Form or a respective online questionnaire must be completed and if requested by BHTC attached to the respective annual confirmation.

Business Partners have to store the documentation necessary to demonstrate compliance with this Code of Conduct and shall provide BHTC in justified cases with access to such documentation. In such cases, BHTC shall also be entitled to verify the Business Partner's compliance with the Code of Conduct on-site by experts during regular business hours after prior notice and in accordance with the applicable law.

Should the business relationship with the Business Partner be subject of an official investigation or preliminary proceedings, the Business Partner shall provide appropriate support and grant access to necessary information to a person professionally bound to secrecy and designated by BHTC.

In addition, Business Partners shall regularly answer questions on business partner compliance within the framework of Business Partner Audits that are customary in the industry or if events make this necessary and shall provide BHTC with the complete information necessary to comply with governmental orders, legal or contractual disclosure requirements. To the extent that such requirements or audits and questions concern the Business Partner's supply chain, the Business Partner shall provide the necessary support and, in particular, disclose the names of (sub) suppliers and service providers.

\*\*\*\*\*