



DATAGROUP

Supplier Code of Conduct





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DATAGROUP has been committed to a sustainable, ecologically and socially responsible corporate governance for years.

We aim to optimize our corporate actions and services as an ongoing task in the interest of sustainability. In the selection of its suppliers, DATAGROUP places great value on ensuring that these core values are accepted by the suppliers and implemented along the value chain.

This Supplier Code of Conduct includes expectations and requirements of DATAGROUP for the relevant contract partner in connection with the provision of services as well as the manufacturing and delivery of goods worldwide (hereinafter referred to as “**supplier**”).

The DATAGROUP Supplier Code of Conduct is an integral part of any contractual relationship between DATAGROUP and the supplier and therefore is an essential contractual obligation for the supplier.



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Requirements for our Suppliers

This Supplier Code of Conduct applies to all future contractual services of the supplier provided to a company of DATAGROUP.

The supplier shall always conduct business activities in compliance with the applicable national and international statutory provisions and laws, the legal requirements of the European Union and the globally recognized social and ecological standards as laid down in the United Nations Guiding Principles on Business and Human Rights (UNGP), the OECD Guidelines for Multinational Enterprises and the core labor standards of the International Labour Organisation (ILO), and obtains information on the current legislation and, if necessary, implements legislative changes and new laws without delay. That regulation which represents the strictest requirements must always be applied in any case. This is the fundamental principle for responsible economic behavior.

Additionally, we expect our suppliers – also along their value chains – to likewise comply with the standards above in accordance with their respective applicable legal requirements, that they observe the subjects of protection and the prohibitions in relation to human rights, especially the Conventions and the subjects of protection set out therein as referred to in § 2 LkSG (Supply Chain Due Diligence Act) and its Annexes no. 1-11.

We therefore expect that special consideration be given to the following in the context of the business activities of our suppliers:

Social Responsibility

RECOGNITION OF HUMAN RIGHTS

Our suppliers respect the recognized human rights and promote fair working conditions.

BAN ON CHILD LABOR AND FORCED LABOR

Our suppliers do not tolerate child labor, forced labor, slavery-like practices or other involuntary labor.



SAFETY, OCCUPATIONAL SAFETY AND HEALTH PROTECTION

Our suppliers take responsibility for their employee's health and safety and ensure occupational safety and health protection for their employees at work under applicable laws and regulations. All hazards and resultant risks to health which employees may be exposed to are evaluated appropriately and the necessary protective measures are taken.

DISCRIMINATION, EQUAL OPPORTUNITIES, DIVERSITY AND INCLUSION

Our suppliers are committed to equal opportunities and do not discriminate against anyone because of their sex, ethnic and national origin, color, religion, age, disability, sexual orientation or identity or any other characteristics protected by law. They promote their working environment, which enables inclusion, and which is appreciated for its diversity of employees.

FAIR WORKING TIMES AND FAIR PAY

Our suppliers comply with all applicable national laws and binding industry standards on working hours, which also refers to overtime, breaks and paid vacation.

Our suppliers remunerate their employees appropriately and in line with applicable laws. The employees must receive all legally mandated benefits. Deductions from wages as a disciplinary measure are forbidden. The suppliers must ensure that their employees receive clear, detailed and regular written information about the composition of their wage.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Our suppliers respect their employees' right to freedom of association and collective bargaining in accordance with the relevant applicable laws and the conventions of the ILO.

EVICTON AND DEPLOYMENT OF SECURITY FORCES

The supplier respects the prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, of forests and waters in the context of purchase, development or any other use of land, forests and waters. Security forces may only be deployed where this is in accordance with the applicable laws.



Business Conduct

DATAGROUP operates a zero-tolerance policy in corruption cases and expects our suppliers to do so as well. Corruption is the abuse of entrusted public or private-sector power or influence for private use and can lead to a series of offenses such as bribery and corruptibility, embezzlement but also misappropriation, blackmail or fraud.

FAIR COMPETITION

Our suppliers comply with the relevant competition and antitrust legislation. In dealing with competitors, in particular, suppliers must apply antitrust legislation prohibiting agreements and other activities aimed at influencing prices or conditions.

CRIMINAL OFFENCE

Any criminal offence such as fraudulent behavior, deception, or false allegations with the aim to secure an advantage for themselves or third parties is prohibited as well as fraud, theft and embezzlement.

INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND INSIDER TRADING

Confidential information must be exchanged on the basis of a signed non-disclosure agreement between DATAGROUP and the supplier. The exchange of any confidential information must be restricted to the purpose of fulfilling the contractual performance requirements. Our suppliers do not share or disclose intellectual property of DATAGROUP, confidential information or any other proprietary information to third parties (including, but not limited to, information developed by the supplier and information about products, customers, pricing, costs, expert knowledge, strategies, programs, procedures and practices).

Our suppliers do not disclose any material non-public information about securities of DATAGROUP or its affiliated companies and do not trade in the securities of DATAGROUP or its affiliated companies on the basis of material non-public information.

CORRUPTION AND BRIBERY

Our suppliers do not tolerate any form of corruption and economic crime by their own employees. Deceptive business practices shall not be tolerated. The supplier complies with all applicable national and international anti-corruption laws and regulations. The highest standards of integrity must be applied in all business activities.

SUBSIDY FRAUD

If a contract is awarded on the basis of a formal tender, the supplier will not coordinate or arrange their bids with other bidders.

CONFLICTS OF INTEREST

In the context of their business activities with DATAGROUP, our suppliers take their decisions only on the basis of objective criteria and, immediately and without request, disclose any actual or potential conflicts of interest arising from activities for DATAGROUP.

GIFTS

Suppliers must ensure in any business relationship that offering and receiving gifts or business courtesies (e.g. invitations) complies with applicable laws and provisions and that this exchange does not break the rules and standards of the recipient's organization as well as market practices and common usage.

MONEY LAUNDERING

Our suppliers abstain from any form of money laundering activities. The legal requirements relating to the prevention of money laundering shall be fulfilled.

TRADE RULES

We expect our suppliers to respect all national and international trade laws and regulations about exports, imports, sanctions, customs, restrictions and embargos. We also expect this legal conformity from our suppliers along the value chain. Additionally, our suppliers guarantee the exchange of information about legal requirements of foreign trade with the aim of a secure supply chain. Our suppliers must ensure that neither their company nor their beneficial owners, representatives or any of their sub-contractors are included in the relevant sanction lists.



Ecological Responsibility

We expect our suppliers to ensure appropriate behavior in the context of their business activities to minimize environmental burdens and environmental threats. Furthermore, our suppliers comply with the respective applicable national and international laws, regulations and standards to protect the environment.

Continuous improvement in resource efficiency in the sense of a conscious and sustainable resource management is an integral part of the operational management of our suppliers.

Additionally, suppliers must observe – also along their supply chain – the environmental subjects of protection and prohibitions referred to in § 2 of the LkSG (Supply Chain Due Diligence Act); this also includes the Conventions and subjects of protection set out therein as referred to in § 2 LkSG and its Annexes no. 1-11.

We therefore expect in particular:

ENVIRONMENTAL PROTECTION AND CONSERVATION OF NATURAL RESOURCES

Soil changes, water and air pollution, noise emission and excessive water consumption must be avoided.

HANDLING OF HAZARDOUS MATERIALS

When dealing with substances (substances, preparations and articles) which are considered as hazardous if they are disseminated in the environment, our suppliers ensure their safe handling, movement, storage, reuse or disposal.

RESPONSIBLE PROCUREMENT OF MATERIALS

In the context of conflict minerals (tin, tungsten, tantalum, gold) and other raw materials such as cobalt, if required, our suppliers implement processes in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-High-Risk Areas. DATAGROUP expects raw materials to be purchased responsibly at the beginning of the supply chain in a manner which does not contribute to human rights abuses, corruption, to financing armed groups or to similar negative effects in conflict regions.



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Corporate Due Diligence

AUDITS

The supplier agrees that compliance with the human rights and environmental expectations and principles as well as the obligations resulting from this Supplier Code of Conduct may be controlled in an appropriate matter on the basis of risk either by DATAGROUP or by an independent auditor authorized by DATAGROUP.

The supplier also agrees that any such audit can be performed annually or on a risk basis at any time to verify compliance with the Supplier Code of Conduct on the supplier's production sites during normal business hours upon reasonable notice.

INFORMATION REQUIREMENTS

The supplier shall inform DATAGROUP about the implementation of the obligations pursuant to this Supplier Code of Conduct when appropriate and/or upon request.

The supplier must inform DATAGROUP without delay following receipt of such knowledge about significant occurrences, especially about violations, substantiated suspicious cases and difficulties in complying with this Supplier Code of Conduct and in addressing the expectations and principles of DATAGROUP in the supply chain. Information can be reported openly or anonymously through the complaint and whistleblower channels established by DATAGROUP. The legitimate interests of the supplier as well as compliance with the rights of their employees, especially data protection and protection of business secrets, must be safeguarded in connection with the communication.

Upon request, the supplier must provide DATAGROUP with all information required to verify compliance with DATAGROUP's expectations and principles along the supply chain. DATAGROUP shall take the supplier's legitimate business interests as well as data protection aspects into reasonable consideration.

OBLIGATIONS TO COOPERATE

According to the legal obligations set forth in the Supply Chain Due Diligence Act ("LkSG"), DATAGROUP will carry out supplier risk analyses on an annual basis and as required. The supplier agrees to support DATAGROUP adequately when required.



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Provided that this results in additional human rights or environmental expectations in relation to the supplier, e.g. the first detection of a risk situation or a risk increase, to serve the protective purpose of the LkSG, DATAGROUP shall inform the supplier respectively. The supplier then must meet the additional expectations and principles and demonstrate compliance to DATAGROUP within an appropriate period of time after receipt of notification.

ASSISTANCE IN REMEDIAL ACTIONS

If a supplier violates the human rights and environmental expectations and principles in the sense of this Supplier Code of Conduct, DATAGROUP stipulates a reasonable period in written form for the supplier to put an end to this violation or – if this is not possible for the supplier – to minimize it by taking appropriate measures and seek to align the behavior with the regulations of this Supplier Code of Conduct (hereinafter referred to as “**remedial action**”). If remedial action is not possible in a foreseeable time, the supplier must inform DATAGROUP and create a concept together with DATAGROUP, including a timetable with an end or minimization of the violation. The supplier is obliged to carry out all acts of cooperation which are necessary for an effective remedy and an implementation of the concept in due time.

SUSPENSION AND TERMINATION OF BUSINESS RELATIONSHIP

If the supplier does not comply with the human rights and environmental expectations and principles of DATAGROUP and violate a protected legal position or environmental obligation referred to in this Supplier Code of Conduct, DATAGROUP is entitled to suspend the business relationship with the supplier during their efforts to minimize or put an end to the risks.

DATAGROUP is also entitled to terminate all existing agreements between the parties and the individual agreements concerned, either in whole or in part, with a notice period of two (2) weeks, provided that (i) the violation of a protected legal position or environmental obligation is classified as serious, (ii) the required remedial action has not or not been completely implemented after expiry of the deadlines set out for it, and (iii) no less restrictive means are available. A serious violation can be assumed, in particular, if the violation threatens to cause serious injury to the person affected or to the environment.

A legal right to extraordinary termination as well the right to compensation remains unaffected.



RISK-BASED RIGHTS AND OBLIGATIONS

The follow-up actions below pertaining to “ensuring compliance along the supply chain” and “provision of training courses” shall only apply in the mutual relationship of the parties, if DATAGROUP – as part of the risk analysis – has identified a human rights or environmental risk in the sense of § 2 LkSG in the context of the contractual services of the supplier.

OBLIGATION TO ENSURE COMPLIANCE ALONG THE SUPPLY CHAIN

The supplier requires their direct sub-tier suppliers, which indirectly provide services for DATAGROUP in connection with their contractual services for the supplier, to comply with the human rights and environmental expectations and principles of DATAGROUP pursuant to this Supplier Code of Conduct. Furthermore, the supplier shall ensure through appropriate contractual agreements with their direct sub-tier suppliers that they address compliance of the human rights and environmental expectations and principles of DATAGROUP to their sub-tier suppliers and pass this obligation down along the supply chain to the same extent as would be the case in the relation between the supplier and DATAGROUP.

TRAINING AND FURTHER EDUCATION

If DATAGROUP – as part of a risk analysis – identifies a human rights or environmental risk in the sense of § 2 LkSG in the context of the contractual services of the supplier, DATAGROUP may require the supplier to provide training and further education for their employees and direct sub-tier suppliers for an enforcement of contractual warranties of the supplier. If the supplier fails to or cannot adequately comply with this request, DATAGROUP is entitled to provide this training and further education for the supplier’s employees and – to the extent possible – for the sub-tier suppliers either itself or by an external service provider. The supplier shall enable DATAGROUP, or a third party appointed by DATAGROUP to provide adequate training in such cases. In this case, the supplier must bear the costs and adequately assist with implementation.

Whistleblower System

You are requested to give notice of any wrongdoing, identified risks and violations of the provisions of this Supplier Code of Conduct on the page below:

<https://datagroup.integrityline.com/>

To identify wrongdoing and violations at an early stage, business partners, employees and other third parties are explicitly asked to notify DATAGROUP of wrongdoing and violations of this Supplier Code of Conduct as well as of human rights or environmental risks.

Importantly, this also holds true for violations and risks in the business units of the sub-tier supplier and contractor of the supplier.

The whistleblower system allows anonymous, confidential and secure communication in the sense of the statutory provisions. A violation of this Supplier Code of Conduct may be a reason for DATAGROUP to reevaluate business relationships along with all related contracts and to terminate them as an ultimate consequence.

Acceptance and Consent

The values, principles and expectations set out in this Supplier Code of Conduct are an integral part of the business operations with DATAGROUP.