

*Note: For reasons of better readability, the generic masculine form is used in this document for references to persons and personal nouns. It is expressly pointed out here that the corresponding terms apply to all genders.*

## Code of Conduct for Suppliers

### 1 Introduction/Preamble

- (1) ESKA Automotive GmbH is committed to environmentally and socially responsible corporate governance. We expect the same behavior from all our suppliers. We also expect our employees to observe the principles of ecological, social and ethical behavior and to integrate them into the corporate culture. Furthermore, we strive to continuously optimize our business activities and products in terms of sustainability and require our suppliers to contribute to this in the sense of a holistic approach.
- (2) For future cooperation, the contracting parties agree to the validity of the following regulations for a joint code of conduct. This agreement serves as the basis for all future deliveries. The contracting parties undertake to comply with the principles and requirements of the Code of Conduct and to support each other in doing so.
- (3) The supplier undertakes to present this Code of Conduct to its subcontractors and to make efforts to contractually oblige them to comply with the standards and regulations listed. This agreement shall enter into force upon signature. Any violation of this Code of Conduct may ultimately be grounds for us to terminate the business relationship, including all associated supply contracts.
- (4) The Code of Conduct is based on national laws and regulations as well as international agreements such as the UN Civil Covenant and the UN Social Covenant, the Guidelines on Children's Rights and Business Conduct, the United Nations Guidelines on Business and Human Rights, the international labor standards of the International Labour Organisation and the United Nations Global Compact.

### 2 Requirements for Suppliers

#### 2.1 Social Responsibility

##### Exclusion of Forced Labor

No forced labor, slave labor or similar forms of labor may be used. All work must be voluntary and carried out without threat of punishment. Employees must be able to terminate work or the employment relationship at any time. Furthermore, no unacceptable treatment of workers, such as psychological hardship, sexual harassment and humiliation, may take place. The deployment or use of security forces is to be refrained from if, during their deployment, persons are treated inhumanely or degradingly or are injured, or if freedom of association is impaired.

##### Prohibition of Child Labor

Child labor must not be used at any stage of production. Suppliers are required to comply with the recommendation in the ILO conventions on the minimum age for employment of children. According to this, the age must not be lower than the age at which compulsory schooling ends under the law of the place of employment and in any case not below 15 years. If children are found at work, the supplier must document the measures to be taken to remedy the situation and enable the children to attend school. Young workers under the age of 18 may not be employed in work that is harmful to the health, safety or morals of children. Special protective regulations must be observed.

##### Fair Remuneration

Remuneration for regular working hours and overtime must be in line with the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. Remuneration for overtime must in all cases exceed the remuneration for regular hours. If the remuneration is not sufficient to cover the costs of normal living expenses and to build up a minimum level of savings, the supplier is obliged to increase the remuneration accordingly. Employees must be granted all benefits required by law. Wage deductions as punitive measures are not permitted. The supplier must ensure that employees receive clear, detailed and regular written information about the composition of their remuneration.

### **Fair Working Hours**

Working hours must comply with applicable laws or industry standards. Overtime is permitted only if it is voluntary and does not exceed 12 hours per week, while employees must be granted at least one day off after six consecutive working days. Weekly working hours must not regularly exceed 48 hours.

### **Freedom of Association**

The right of employees to form and join organizations of their choice, to engage in collective bargaining and to strike must 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 employees for the purpose of collective bargaining must be provided. Employees must not be discriminated against on the basis of establishing, joining or being a member of such an organization. Employee representatives must be granted free access to their colleagues' workplaces to ensure that they can exercise their rights in a lawful and peaceful manner.

### **Prohibition of Discrimination**

Unequal treatment of employees in any form is prohibited unless it is justified by the requirements of the job. This applies, for example, to discrimination based on gender, national, ethnic or social origin, skin colour, disability, health status, political opinion, ideology, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

### **Health Protection, Occupational Safety**

The supplier is responsible for providing a safe and healthy working environment. Appropriate occupational safety systems shall be established and implemented to take the necessary precautions against accidents and damage to health that may arise in connection with the work. Excessive physical or mental fatigue shall be prevented by appropriate measures. In addition, employees shall be regularly informed and trained on applicable health and safety standards as well as measures.

### **Preservation of Natural Resources**

The supplier must not, in violation of legitimate rights, deprive people of land, forests or water whose use secures their livelihoods. The supplier must refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption if this damages people's health, significantly impairs the natural basis for food production or prevents people from accessing clean drinking water or sanitary facilities.

### **Dealing with Conflict Minerals**

For the conflict minerals tin, tungsten, tantalum and gold, as well as for other raw materials such as cobalt, copper, lithium, graphite, nickel and mica, the company establishes processes in accordance with the guidelines of the Organization for Economic Cooperation and Development (OECD) for the fulfilment of due diligence to promote responsible supply chains for minerals from conflict and high-risk areas, and expects the same from its suppliers. Smelters and refineries without appropriate, audited due diligence processes should be avoided. The basis for this is the ESKA procurement guideline for conflict-free minerals, which is attached to this document.

## **2.2 Environmental Responsibility**

### **Your company focuses its actions on the following measures:**

- Activities to reduce greenhouse gas emissions and reporting thereof
- Increase in energy efficiency
- Preferential use of renewable energies
- Decarbonization
- Preservation of water quality and reduction of water consumption
- Measures to improve air quality
- Responsible use of chemicals
- Sustainable use of resources and waste avoidance
- Reuse and recycling
- Protection of biodiversity, sustainable land use and prevention of deforestation
- Preservation/improvement of soil quality
- Avoidance of noise emissions

If soy, palm oil, cattle, coffee, cocoa, rubber or wood are present in the company's supply chain, EU Regulation 2023/1115 against deforestation (EUDR) must also be taken into account.

## 2.3 Ethical Business Conduct

### Fair Competition

The standards of fair business practices, fair advertising and fair competition must be observed. In addition, the applicable antitrust laws must be applied, which prohibit agreements and other activities that influence prices or conditions when dealing with competitors. Furthermore, these regulations prohibit agreements between customers and suppliers that restrict customers' freedom to determine their prices and other conditions autonomously when reselling.

### Confidentiality/Data Protection

The supplier undertakes to meet the reasonable expectations of its client, suppliers, customers, consumers and employees with regard to the protection of private information. The supplier must comply with data protection and information security laws and official regulations when collecting, storing, processing, transmitting and passing on personal information.

### Intellectual Property

Intellectual property rights must be respected; technology and know-how transfer must be carried out in such a way that intellectual property rights and customer information are protected.

### Integrity/Bribery, Undue Advantage

All business activities must be based on the highest standards of integrity. The supplier must pursue a zero-tolerance policy towards all forms of bribery, corruption, extortion and embezzlement. Procedures for monitoring and enforcing standards must be applied to ensure compliance with anti-corruption laws.

## 3 Implementation of Requirements

We expect our suppliers to identify risks within their supply chains and take appropriate measures. In the event of suspected violations and to safeguard supply chains with increased risks, the supplier shall inform us promptly and, if necessary, regularly about the identified violations and risks as well as the measures taken.

We check compliance with the standards and regulations set out in this document using a self-assessment questionnaire and risk-based audits at the suppliers' production sites. The supplier agrees that we may, at our expense, conduct such audits once a year or for specific reasons to verify compliance with the Code at the supplier's premises during normal business hours after giving reasonable notice by persons appointed by us. The supplier may object to individual audit measures if these would violate data protection regulations.

### Complaints Procedure

The supplier shall pass on to its employees in an appropriate manner any information received from us regarding the availability, responsibility and implementation of a complaint procedure. The complaints procedure must be accessible to employees while maintaining the confidentiality of their identity and providing effective protection against discrimination. Unless otherwise specified, the supplier is responsible at the operational level for establishing an effective complaints mechanism for individuals and communities that may be affected by negative impacts.

If a violation of the provisions of this Code of Conduct is identified, we will notify the supplier immediately in writing and set a reasonable grace period for the supplier to bring its conduct into line with these provisions. If a remedy is not possible in the foreseeable future, the supplier must notify us immediately and work with us to develop and implement a plan with a timetable for ending or minimizing the violation. We have the right to temporarily suspend the business relationship during this time. If the grace period expires without result or if the implementation of the measures contained in the plan does not remedy the situation after the expiry of the timetable and no milder means are available, we may terminate the business relationship and cancel all contracts. A statutory right to extraordinary termination without setting a grace period, in particular in the case of intentional and very serious breaches, remains unaffected, as does the right to compensation.

#### 4 Acknowledgement and Agreement of the Supplier

By signing this document, the supplier undertakes to act responsibly and to comply with the principles/requirements listed, including the ESKA "Procurement Guideline for Conflict-Free Minerals". The supplier further undertakes to communicate the content of this Code to its employees, agents and subcontractors and to take all necessary precautions to implement the requirements.

Chemnitz, 29 April 2026

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ESKA Automotive GmbH

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Supplier (stamp and signature)

#### Appendix

Procurement policy for conflict-free minerals