



Miba Supplier Code of Conduct

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I. Goal and Field of Application

Our mission: **Technologies for a cleaner planet** drive us forward to do our part for a cleaner planet, sustainable development and the protection of the earth' biodiversity. Our technologies and innovations are focused on developing and producing components in a sustainable way.

However, all our efforts will not be sufficient if we do not successfully involve our Suppliers. Therefore, we expect all of our Suppliers, regardless of the type of products or services they provide to the Miba Group¹, to get involved/participate in this mission and make their contribution to this important objective/goal.

It is the responsibility of each Miba Group Supplier to comply with the provisions of this Supplier Supplier Code of Conduct.

This Supplier Code of Conduct applies to all Suppliers providing products or services to the Miba Group. Our Suppliers are also obliged to pass on the requirements of this Supplier Code of Conduct to their suppliers and to ensure that they are observed in an appropriate manner.

Waiver of Miba Supplier Code of Conduct

Supplier's own code of conduct or similar documents may replace Miba's Supplier Code of Conduct and Supplier may be exempted from adopting/observing Miba's Supplier Code of Conduct, but only if such documents:

- are formal and controlled,
- cover all requirements of Miba's Supplier Code of Conduct, and
- are shared and accepted in writing by Miba Group's procurement representative.

II. Abbreviations, Terms and Definitions

ESG	Environmental, Social and Governance
ILO	International Labour Organisation
IMDS	International Material Data System
ISO	International Organisation for Standardization
SVHC	Substances of Very High Concern
UN	United Nations

III. Commitments

1. Child Labor

Miba Group doesn't accept child labor. Supplier shall not directly or indirectly employ children below the minimum age of 15, unless the exceptions recognized by ILO Convention Nr. 138 Minimum Age Convention (Article 6, 7) apply. Supplier shall have an adequate child labor policy.

If a child is found performing work in Supplier's supply chain, Supplier shall be responsible for identifying measures to ensure the protection of the affected child. Supplier shall ensure that young workers

¹ This includes all companies that are directly or indirectly controlled by Miba Group AG.

under 18 years of age do not work overtime or at night and are protected against conditions of work which are harmful for their health, safety, morals or development.

2. Wages and benefits

Supplier shall pay wages and benefits according that are at a minimum comply with applicable laws and collective bargaining agreements, where applicable. Wages and benefits shall be paid on time, regularly and in a transparent way. The level of the wages shall reflect the level of skills and qualifications and shall refer to regular working time. Overtime work shall be announced beforehand and compensated with an adequate overtime rate.

Supplier shall not withhold payments, apply penalties or make any deductions from wages, unless prescribed by law or fixed by collective agreement.

3. Working hours

Supplier shall comply with all applicable local laws regulating working and resting hours and the maximum consecutive days of work.

Supplier shall ensure that hours worked beyond the normal work week are voluntary, unless a collective bargaining agreement allows for required time under certain conditions and /or, if lawful in exceptional circumstances. Supplier shall record working hours, aiming to demonstrate that all applicable laws and requirements regarding working hours are observed.

4. Freedom of association and collective bargaining

Supplier shall respect the fundamental right of employees to freely, voluntarily and without interference establish, join or not join trade/labor unions and employee representation of their own choice and to bargain collectively. Where labor unions are forbidden by law, the Supplier shall allow alternative forms of internal communications/worker representation, association and bargaining.

5. Anti-harassment

Supplier shall ensure that there is no harsh inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, and that there are no threats of any kind with respect to such treatments. Disciplinary policies and procedures supporting these requirements shall be clearly defined and communicated to all employees.

6. Forced labor

Supplier shall ensure that it does not engage in any form of forced, bonded, compulsory, trafficked, modern slavery or involuntary labor. Supplier shall work proactively against forced labor and shall exercise particular care in both the direct and indirect recruitment of migrant workers. Neither Supplier nor any entity providing labor to the Supplier shall withhold any part of any personnel's salary, benefits, property or documents in order to coerce such personnel to continue working for the Supplier.

Supplier shall allow mobility during breaks and provide access to drinking water and sanitary facilities. Supplier shall provide all employees with a written contract in a language they understand. Supplier shall not intimidate or harass security personnel in the performance of their duties. Furthermore, Supplier shall refrain from or allow any verbal, psychological, physical or sexual harassment or abuse of any employee. Supplier shall only employ workers who are legally allowed to work in the country where work is conducted.

7. Antidiscrimination, rights of indigenous people

Employees shall be selected, employed and supported on the basis of their qualifications and capabilities/abilities. Supplier shall not practice any form of discrimination based on gender, age, religion or other belief, social background, disability, ethnic, national or territorial origin, nationality, union

membership or membership in any other legitimated organization, political affiliation or opinion, sexual orientation, gender identity or expression, family responsibilities, marital status, illness, pregnancy, or any other condition that may give rise to discrimination. Suppliers shall develop and promote inclusive cultures where diversity is valued and celebrated, and everyone is able to contribute fully and reach their full potential. Suppliers shall encourage diversity in all levels of their workforce and leadership, including boards of directors.

Suppliers shall respect the rights of minorities, vulnerable groups and local communities to decent living conditions, as defined in the UN Declaration on Rights of Indigenous Peoples and the ILO Convention No. 169.

8. Protection of bodily integrity, no corporal punishment

Supplier shall ensure that, within their jurisdiction and throughout their supply chain, any possibility of involvement in any form of criminal activity and crimes (war crimes, genocide, torture, kidnapping, sexual offences and all forms of crimes prohibited by international law and UN Conventions) is excluded and that criminal activity is prohibited. Suppliers shall not commission or use the service of private or public security forces to protect a business project if, due to a lack of training or control on the part of the company, the use of such security forces may lead to violations of human rights.

9. Corruption, extortion and bribery

Supplier shall reject and prevent all forms of corruption, shall comply with all national or international laws, and shall have a zero tolerance policy for all forms of bribery, corruption, extortion and embezzlement.

Supplier shall ensure that its employees, subcontractors and other agents/representatives do not give/grant, offer, or accept bribes, facilitation payments, improper/inadmissible donations or other improper/inadmissible payments or undue benefits to or from customers, public officials or other business partners.

Supplier shall prohibit promising, offering, authorizing, giving, or accepting, either directly or indirectly through a third party, anything of value to obtain or retain business, direct business to any person or otherwise obtain an improper advantage.

10. Prohibition of money laundering

Suppliers shall ensure compliance with the applicable anti-money laundering legislation in their business operations following both national and international standards.

11. Privacy

Supplier shall refrain from using personal data for any purposes outside the scope of the business arrangement and shall comply with all relevant privacy and information security laws and regulations.

Supplier shall protect the personal data entrusted to them, e.g. data of employees, former employees, customers, suppliers and other affected individuals. In particular, Supplier shall implement appropriate measures to respect the privacy of the individuals and to protect personal data from loss and unauthorized access or use, including confidential, proprietary and personal information.

12. Counterfeit parts

Supplier shall implement and maintain procedures appropriate to its products and services to minimize the risk of counterfeit parts and materials being introduced into deliverable products, and to detect counterfeit parts and materials and, if detected, to quarantine the materials and notify Miba Group, Miba's customers and/or the relevant law enforcement authorities as appropriate.

13. Financial responsibility

Supplier shall accurately record, maintain, and report business records including, but not limited to financial accounts, quality reports and submissions to customers or regulatory authorities, in accordance with applicable law and generally accepted accounting principles and in a non-misleading manner.

14. Disclosure of information

Supplier shall disclose financial and non-financial information in accordance with applicable regulations and prevailing industry practices. This includes, when relevant, information regarding their labor force, health and safety practices, environmental practices, business activities, financial situation, and performance.

15. Unfair competition and antitrust

Supplier shall act in accordance with national and international competition laws and rules. Supplier shall not participate directly or indirectly in prohibited business practices or antitrust regulations such as: price signaling or fixing, fictitious quotes, setting production limits or quotas, dividing or subdividing the market by allocating customers, territories or business areas, exchanging of information prohibited under antitrust law, collusive bidding or collectively boycotting customers.

16. Conflicts of interest

Supplier shall make decisions based on sound business judgement, not influenced by favoritism based on personal relationships and opinions. Only objective and factual criteria shall be used in Supplier's decisions.

17. Intellectual property

Supplier shall implement and maintain appropriate procedures to respect and protect the intellectual property and copyrights of other business partners.

18. Export controls and economic sanctions

Supplier shall implement and maintain appropriate procedures to ensure compliance with applicable export controls and economic sanctions, laws and regulations of all relevant countries. These laws and regulations impose restrictions on the export or re-export of goods, services, information and technology to certain destinations and prohibit transactions involving certain restricted countries, regions, and persons. Appropriate procedures shall include a routine updating of applicable government lists of restricted parties.

19. Health and safety

Supplier shall operate a system that considers requirements of ISO 45 001 as a minimum standard. Supplier shall comply with all national and international legal requirements relating to occupational health and safety at the production site.

Health and safety related information such as emergency procedures and potential safety hazards shall be made known to workers and shall be exhibited/displayed/posted in the facility in a language well understood by workers. Supplier shall implement and maintain a management system that investigates /occupational injuries/work accidents or illnesses, including evidence for reporting, root cause analysis/identification/investigation and remedies, as well as subsequent training of employees. Risk analysis and continuous improvement programs shall support these activities.

Supplier shall ensure that all required permits, licenses, inspection and test reports are in place, up to date and available as required by law. Required personal protective equipment shall be provided by the Supplier and made readily accessible. Supplier shall ensure that emergency exits, as well as

fire detection, alarm and suppression systems, are in place and operational at all times. Fire and evacuation drills shall be performed in accordance with local law.

Supplier shall implement an effective work safety program including adequate training for employees. Employees shall be effectively protected against work-related health hazards caused by heavy weight lifting, emissions, temperature, noise, etc. Furthermore, Supplier shall ensure an appropriate standard of hygiene in sanitary facilities, break rooms and accommodation.

20. Energy consumption and greenhouse gas emissions

Greenhouse gas emissions are a cause of global climate change and a major contributor to global biodiversity loss. Therefore, Supplier shall track and document energy consumption and greenhouse gas emissions at its facilities. Supplier shall strive for cost-effective methods to improve energy efficiency and minimize its energy consumption and greenhouse gas emissions (in accordance with ISO 50 001). Such activities shall include/address raw material extraction, product manufacturing, transportation and the whole life cycle of their products.

Supplier shall establish a baseline, set goals and objectives for the targeted improvements and initiate appropriate actions to close gaps where necessary.

21. Natural resources management and waste reduction

Supplier shall set waste (including waste water) reduction targets and establish a waste management system that considers the prevention, reduction, reuse, recycling, removal and disposal of waste. In order to reduce the global depletion/over exploitation of natural resources and the global loss of biodiversity, the recycling of raw materials shall be extended to the maximum extent possible.

Supplier shall promote the use of sustainable, renewable natural resources in an efficient manner to minimise waste throughout the product life cycle.

Supplier shall manage and dispose of all types of waste (including waste water) in a safe and responsible manner that protects the environment and the health and safety of employees and local communities in compliance with all applicable national and international laws and obligations.

22. Responsible chemical management

Supplier shall manage chemicals to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Supplier shall provide up-to-date/current Material Safety Data Sheets that comply with all applicable laws and regulations.

Supplier shall work towards establishing programs (IMDS or equivalent) to collect data from material manufacturers for all components, identifying all process chemicals identified as classified hazardous substances according to local law, or a hazardous evaluation.

Wherever possible, Supplier shall substitute SVHC. Furthermore, Supplier shall regularly/periodically perform risk assessments and act to minimize any negative impact on people and the environment before introducing new chemicals.

Employees working with hazardous chemicals shall always have updated and accessible instructions and receive special training regarding risk management (/ the handling of hazardous chemicals) and emergency behavior.

23. Water quality and consumption

Supplier shall conserve water resources by assessing water use in its operations throughout the product (or operations) life cycle and incorporate water management protocols into the environmental strategy.

Supplier shall develop water assessment and water balance strategies/protocols for each of its operations and sites. This includes establishing a baseline, setting targets/goals for reduction, defining objectives and methods for efficiency and conservation projects, and measuring and comparing the progress against these targets/goals to close any gaps.

24. Air quality

Supplier shall regularly monitor air emissions, integrate air emission controls into the environmental strategy, and establish an air emission management plan that meets or exceeds regulatory requirements for each of its facilities.

25. Environmental, Soil Quality and biodiversity protection

Supplier agrees to comply with the national and international environmental and biodiversity legislation and regulations in force at each production site. Furthermore, Supplier shall operate a system certified in accordance with ISO 14 001 as a minimum standard.

In general, the Supplier's environmental protection program shall be based on the principle of prevention/avoidance of errors. Supplier shall endeavor to use the best available technology to conserve resources and protect biodiversity from the outset, as far as is economically reasonable. Therefore, environmental aspects must be taken into consideration in the planning and development of new products or processes. Environmental accidents shall be avoided by taking adequate preventive measures. If accidents cannot be prevented, the Supplier must participate in remediation efforts either directly or by supporting like-minded organizations to mitigate the social and environmental impacts.

The sustainable usage of natural resources and the protection of the natural ecosystem, especially the protection of endangered habitats of wild animals, must be ensured. Since no animal should be raised and killed for the single purpose of being used in a product, also the protection of the animals itself must be ensured. Supplier shall monitor and control their impact on soil quality to prevent soil erosion, nutrient degradation, subsidence and contamination.

26. Noise Emissions

Supplier shall, at all locations where this measure is appropriate, record the intensity of industrial noise and subsequently avoid noise pollution to maintain good living conditions in the vicinity of the production sites.

27. Land Right & Forced Eviction

Supplier shall ensure that no forced evictions or expropriations occur during the acquisition, development, or use of land, forests, and water bodies.

28. Conflict minerals

Supplier warrants and certifies, based on a reasonable country of origin inquiry, that any shipment of minerals or metals is conflict free and, therefore, (i) does not contain conflict minerals (including tin, tantalum, tungsten, cassiterite, columbite-tantalite (coltan), wolframite and gold), as defined by 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") that originated in the Democratic Republic of the Congo or an "adjoining country" as defined by Section 1502(e)(1) of the Act; or (ii) any conflict minerals in the shipment were sourced from recycled or scrap materials. For the avoidance of doubt, conflict minerals are considered to be from recycled or scrap sources if they are derived/reclaimed from recycled metals that are reclaimed end-user or post-consumer products, or processed scrap metals generated during the manufacturing of products. "Recycled metal" includes surplus/excess, obsolete, defective and scrap metal materials containing refined or processed metals that are suitable for recycling in the production of tin, tantalum, tungsten and/or gold. Minerals that are partially processed, unprocessed or a by-product from another ore are not included in the definition of recycled metal.

Supplier agrees to provide Miba Group certification to this effect, in a form satisfactory to Miba Group, with all shipments of minerals or metals, and will provide a quarterly certification of all shipments. Supplier acknowledges and agrees that invoices for such shipments will not be processed or paid until this certification has been received by Miba Group. Supplier further agrees to provide Miba Group with such other periodic certifications regarding Conflict Minerals as Miba Group may reasonably request and hereby warrants to the accuracy of all certifications. Additionally, Supplier commits to ensure that transparency and traceability are continuously extended throughout the supply chain and that ESG standards are consistently upheld.

29. Non-retaliation

Supplier shall provide an effective mechanism in line with applicable law and UN Guiding Principle no. 31 that allows reports related to business ethics, human rights, or any other topic to be raised anonymously and confidentially. Furthermore, Supplier shall implement and maintain procedures to ensure that no unjustified negative consequences are taken against any person who has reported a violation, e.g. of this Supplier Code of Conduct or for any other reason (non-retaliation).

IV. Audit Rights

Supplier confirms that Miba Group shall be entitled to regularly audit Supplier’s premises and processes to evaluate the implementation and adherence of the obligations described in Miba’s Supplier Code of Conduct.

V. Declaration of the Supplier

Supplier hereby declares the following:

1. We have received a copy of the “Miba Supplier Code of Conduct” and hereby undertake to comply with its principles and requirements in addition to our obligations under other agreements with the Miba Group..
2. We also commit ourselves to comply with the principles of the UN Global Compact Principles.
3. We agree that Austrian law, excluding its conflict of laws rules, shall apply to this declaration.
4. We agree that the competent court in Linz (Austria) shall have exclusive jurisdiction over all disputes arising out of or in connection with this Code of Conduct, including disputes regarding its validity, breach/violation, termination, or invalidity. Additionally, we agree that Miba Group is also entitled, at its own discretion, to bring claims against Supplier before the competent court at the Supplier’s headquarters.

Supplier

Place, date

Legally binding signature

Name (capital letters), Function

Supplier’s stamp