



Code of Conduct for Partners



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1 Code of Conduct for Partners

1.1 Preamble

This Code of Conduct (abbreviated to "KBC Code") for partners of K-Businesscom AG (abbreviated to "KBC") represents the expectation of a responsible business relationship.

The KBC Code of Conduct sets out the values and principles of behaviour that we at KBC want to follow and that all our partners, their employees and other stakeholders in the supply chain are expected to adhere to. These values and principles of conduct form the binding foundation for KBC's global cooperation with its partners. The partner undertakes to take responsibility for the compliance with this KBC Code of Conduct of all persons involved in its value creation process (subcontractors, consultants, etc.).

For reasons of better readability, the simultaneous use of the language forms masculine, feminine and diverse (m/f/d) is dispensed with for personal designations and personal nouns. Corresponding terms apply to all genders for the purpose of equal treatment.

1.2 General expectations of our Partners

This KBC Code sets out requirements and standards for partners. It is fundamentally based on the principles of the UN Global Compact, the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises, as well as other international standards, norms and guidelines. Supplementary and other regulations exist at global and/or regional and/or national level for various topics covered by this Code.

KBC requires its partners to fully comply with the KBC Code of Conduct or an equivalent standard, in all dealings with KBC but also towards individual KBC employees.

The KBC Code applies to all natural or legal persons who sell or provide products, processes or services to KBC (and all companies in which KBC directly or indirectly holds a majority stake), either themselves or through third parties, e.g. affiliated companies, distributors, subcontractors, agents (hereinafter 'partners').

Each partner shall comply with applicable laws, industry regulations and contractual terms as well as generally accepted standards of social responsibility.

Before entering into a business relationship, KBC conducts a suitability check with potential business partners in order to directly satisfy itself of their integrity, quality level, suitability and credibility. This Code of Conduct is accessible to every business partner via the K-Businesscom AG website <https://www.k-business.com/en/kbc/terms-of-service>.

1.3 Laws and regulations

KBC's partners undertake to comply with all applicable laws, regulations or customs provisions of the countries in which they conduct business.



KBC also expects its partners to comply with the provisions of this document, should they be more stringent than laws or regulations. Should there be any contradictions between this document and applicable laws or regulations, the partner must inform KBC immediately.

1.4 Audit rights and transparency

1.4.1 General

KBC reserves the right to conduct regular audits at the partner's premises. During an audit, human and labour rights as well as environmental and business ethics are analysed with regard to risks and impacts on KBC's procurement. The aim of such an audit is to use the findings to identify and minimise risks and undesirable impacts and to ensure responsible procurement on an ongoing basis.

The partner undertakes to allow such an audit within the framework of the KBC Code by KBC or by a third party commissioned by KBC.

At the request of the partner, the parties involved must conclude a confidentiality agreement regarding the circumstances disclosed during the audit or assessment.

KBC also expects its partners to define and continuously review similar arrangements with regard to their own operations and procurement.

1.4.2 Conflict-regions

KBC's partners shall ensure that they conduct ongoing and effective due diligence to determine whether their own activities or those of their supply chains are located in or sourced from conflict-affected or other high-risk areas. If this is the case, enhanced due diligence measures shall be implemented.

In addition, the partner shall take all necessary precautions to monitor business relationships, corporate and financial transactions and resource flows (e.g. tin, tungsten, tantalum, gold and other conflict minerals) and ensure that they are not linked to the financing or support of armed actors who may benefit from profits from the sale of such goods and services.

1.5 Proper accounting and financial reporting

The principles of proper accounting and, where applicable, financial reporting shall be observed at all times.

1.6 Diligence in dealing with business assets

If the partner is provided with property, e.g. equipment, operating resources or information technology, software, data or intellectual property, the partner undertakes to handle it carefully and responsibly and to protect KBC's property from unauthorised access.



1.7 Management systems and control mechanisms

KBC expects its partners to have adequate management systems and control mechanisms in place to ensure compliance with the KBC Code or equivalent agreed standards. The functioning and quality of the partner's management system should be proportionate to the size, complexity and risk environment of the partner. In addition, KBC encourages its partners to ensure and monitor compliance with the KBC Code or an equivalent code of conduct also by their suppliers and subcontractors.

1.8 Corporate Communications

KBC-related statements or statements in public or via social media by the partner as well as the use of the KBC logo for the partner's own purposes shall only be made with the express written consent of KBC.

1.9 Commitment to continuous improvement

KBC is aware that the guidelines defined here have varying degrees of maturity and is therefore committed to working with its partners to continuously improve this document based on current standards.

If KBC finds that a partner does not meet the requirements and expectations set out in this Code of Conduct for Partners, KBC can support the partner. The aim is to report weaknesses together with the partner or to work out and bring about improvements together. The partner is required to inform KBC immediately of any improvements achieved.

1.10 Breaches of the KBC-Codex

In the event that partners become aware of violations of the KBC Code or equivalent standards, they must take immediate action and take appropriate steps. KBC must be informed in detail and promptly of such violations and will take appropriate action depending on the severity of the violation.

Persistent non-compliance with these guidelines or repeated and unjustified refusal to provide the required information may lead to suspension or termination of the activity as a partner for KBC.



2 Human rights and labour rights

2.1 General

International human rights are to be strictly observed.

All requirements defined here regarding the personnel of KBC's partners with regard to the KBC Code apply to all employees of the partner (including foreign workers, student employees and contract workers, etc.). Every employee has the right to freely take up and terminate his or her employment.

Any actions that may have a negative impact on a human right must be stopped immediately by the partner or appropriate preventive measures must be taken.

2.2 Indigenous peoples

All KBC partners commit to strictly respect the rights of indigenous and tribal peoples, their social, cultural, environmental and economic interests, including their connection to lands and other natural resources.

2.3 Child labour

KBC strictly rejects any form of child labour. All KBC partners must combat all forms of child labour and may not participate in or enrich themselves from any form of child labour. The relevant laws must be complied with.

2.4 Security supervisor

Each KBC partner must ensure that any type of security personnel, including contracted security personnel, respects human rights and dignity and applies a countermeasure appropriate to the situation in the event of a threat.

2.5 Forced labour and human trafficking

Partners of KBC are not permitted to engage in or benefit from forced labour, including servitude, involuntary prison labour, slavery, servitude or work performed under threat of punishment or coercion.

KBC does not accept any form of forced labour or human trafficking ('modern slavery').



2.6 Fair working conditions

2.6.1 Working hours

KBC's partners undertake that working hours and overtime will only be carried out in accordance with the applicable legal provisions and requirements.

2.6.2 Wages and social benefits

Partners of KBC must pay a fair wage, including fringe benefits, that covers at least basic needs. Employees must be paid for overtime at a rate of remuneration that is higher than the regular rate of remuneration. Workers' rights to freedom of association, assembly, collective bargaining and collective bargaining, to the extent permitted and possible by law in the respective country, must be respected.

2.7 Health and safety at work

Partners undertake to comply with national and international regulations for ensuring health and safety at work. Appropriate systems shall be put in place to avoid risks to health and safety.

2.8 Prohibition of discrimination

All forms of discrimination in employment and occupation are rejected. Unjustifiable grounds for discrimination include, but are not limited to: Origin, colour, sex, age, language, property, nationality or national origin, caste, economic background, disability, pregnancy, membership of an indigenous group, membership of a trade union, political opinion, sexual orientation.

2.9 Complaint options

An appropriate grievance mechanism shall be made available from the Partner to its employees as well as affected groups of people to submit questions, comments, recommendations, reports, statements or complaints regarding the workplace, environmental issues or business practices of the partners.

3 Environment

3.1 General

KBC expects its partners to act responsibly with regard to environmental risks and impacts and to use natural resources efficiently, as well as to apply environmentally friendly production methods. Compliance with national and international legal provisions and standards on environmental protection is assumed.



Any kind of illegal treatment/disposal of waste is prohibited. In order to demonstrate and develop these topics and indicators, KBC recommends that partners join appropriate initiatives or have suitable ratings (e.g. CDP - Carbon Disclosure Project).

Upon KBC's request, the partner shall submit the product CO² footprint (Scope 1-3) for the products, processes and services delivered to KBC.

The collection, calculation, evaluation and communication of the relevant CO² data shall comply with applicable norms and standards of the Greenhouse Gas Protocol (GHG Protocol).

3.2 Environmental protection

The aim of all KBC's partners must be to avoid or reduce waste or emissions generated in the course of their business activities. In this context, efficient technologies must be used to reduce the environmental impact as much as possible.

3.3 Environmental management systems

The partner's activities that have an impact on the environment must take into account a structured and systematic approach to environmental considerations. In addition to the introduction of appropriate management systems to improve environmental performance and the setting of targets, this also includes verification that the targets have been met. At KBC's request, the partner shall provide evidence of certification in accordance with DIN ISO 14.001.

4 Integrity behavioural requirements

Each partner shall comply with applicable national and international legal requirements in its business activities and follow internationally agreed standards of business ethics.

5 Prevention of and fight against corruption

No partner of KBC may engage in or tolerate corruption, bribery, money laundering, extortion or embezzlement in any form. In addition, partners must not offer or accept benefits or other means to obtain unfair or improper advantage. Such improper benefits may include cash, gifts in kind, pleasure trips or services and amenities of other kinds.

KBC does not tolerate any form of corruption. Actual or potential conflicts of interest must be avoided. Even the appearance of corruption or a conflict of interest is inadmissible.



Offering, granting, promising, demanding and accepting an advantage are inadmissible if the advantage is

- has as its purpose the performance or omission of an official or legal duty or act, or
- is issued for the purpose of obtaining a private or business advantage, or
- would influence, or even appear to influence, a person's decisions or behaviour, and always
- if it is granted in the form of cash or kickback payments.

6 Avoidance of conflicts of interest

KBC's partners must endeavour to avoid conflicts of interest that could affect the partner's credibility within KBC or external parties' trust in KBC.

7 Fair competition

KBC's partners must strictly comply with applicable competition laws and regulations, including the obligation not to exchange commercially sensitive and strategic information with competitors and not to enter into agreements with a business partner that restrict competition. Any restriction of free competition through market agreements, market abuse and the abusive exploitation of market position is rejected. This applies to tenders as well as to ongoing business.

8 Export control regulations and sanctions

National and international laws and regulations govern the import, export, re-export, trading, brokering or financing transactions, the provision of services and the transfer of goods (commodities, software and technology). KBC's partners must ensure through appropriate processes that transactions and activities with both third parties and KBC do not violate export control and sanctions law and that any required evidence and information is provided without delay. This includes import and export laws, export controls, economic sanctions, banned lists and anti-boycott laws.

9 Taxes and duties

All applicable tax laws and customs regulations must be complied with by KBC's partners.



10 General product safety and conformity

Product safety, as well as the health and safety of persons, are of paramount importance to KBC. Therefore, KBC strives to comply with all legal and regulatory requirements applicable at the time of placing the product on the market, in particular the legal provisions of product safety regarding development, production, use and properties, in order to ensure the conformity of all processes, products and services. In doing so, KBC takes into account the current state of science and technology as well as the justified safety expectations of end users throughout the entire life cycle. KBC also requires this of all its partners.

11 Protection of intellectual property, confidentiality and insider information

Intellectual property rights, assets and confidential information shall be respected by KBC's partners and protected accordingly by preventing misuse, theft, fraud or improper disclosure.

Protection of and respect for personal rights must be respected without exception. In the course of this, the Partner shall define suitable measures to ensure compliance with the applicable requirements and laws, in particular in the handling of personal data. In any case, the applicable laws and regulations with regard to data protection (e.g. Basic Data Protection Regulation) must be observed.

Data processed in IT systems must be protected in the best possible way, but at least in accordance with the law.

It is prohibited to misuse insider information, e.g. concrete information which, if it became publicly known, would be capable of significantly influencing the price of listed securities (to engage in insider trading, to unlawfully disclose insider information) and to manipulate the market. Partners who possess such insider information must treat it as strictly confidential. Insider information may not be disclosed to third parties and may not be used to recommend the purchase or sale of securities or other financial instruments.