

osapiens

## Business Partner and Supplier Code of Conduct

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## PREAMBLE

Being a globally operating company, osapiens Holding GmbH and all companies directly and indirectly affiliated with it (together hereinafter referred to as "**osapiens**" or "**we**") is subject to various national and international laws and regulations. osapiens takes its responsibilities seriously and is committed to doing business based on integrity, honesty, openness and fairness as well as in compliance with applicable laws and in an ethical and transparent way.

This commitment does not only rely on our own employees but also on our relationship with Business Associates. Therefore, osapiens strives to conduct business with Business Associates that share osapiens' core values and do business in the same manner. osapiens' **Business Partner and Supplier Code of Conduct** codifies our own commitment and expectations of these Business Associates. When providing services or manufacturing for osapiens, Business Associates are expected to comply with all laws and regulations applicable to the service or production. Such applicable rules include the fundamental Conventions of the International Labor Organization, the UN Global Compact and the OECD Guidelines.

osapiens is committed to respect the guidelines outlined below and expects the same from its business partners and suppliers.

## 1. DEFINITIONS

**"Business Partner"**: A Business Partner is any individual or entity/organization which acts on behalf of or in the interest of osapiens by acting in a representative function or supporting osapiens in developing, producing, registering, marketing and selling osapiens products or providing services in any way.

This particularly includes, but is not limited to the following groups of persons:

- **"Distributors"**: A Distributor is an exclusive or non-exclusive independent trader of osapiens' products, which it sells, leases or otherwise distributes in its own name, on its own account and on its own risk in a specified territory on behalf of osapiens.
- **"Commercial Agents"**: A Commercial Agent is an exclusive or non-exclusive independent individual or entity/organization that arranges and initiates business transactions in the name and on behalf of osapiens on a commission basis.
- **"Sales Agent"**: A Sales Agent is an exclusive or non-exclusive independent individual or entity/organization that sells or otherwise distributes osapiens products in the name and on behalf of osapiens on a commission basis.
- **"Sales Partner"**: A Sales Partner is an exclusive or non-exclusive independent individual or entity/organization that refers potential customers to osapiens and participates in transactions between osapiens and its customers on a commission basis.

For the sake of this Business Partner and Supplier Code of Conduct, the following persons or entities are also considered to be Business Partners (even though they may not have a representative function nor act as an intermediary of osapiens):

- **"Joint Venture Party"**: A Joint Venture Party under this Business Partner and Supplier Code of Conduct is a Business Partner that agreed to pool its resources with osapiens for the purpose of a special task which is at least to some extent related to marketing and/or sales activities.
- **"Consultants"**: A Consultant is an independent specialist or user that is retained by osapiens to provide advice and other related services in connection with registering, marketing and selling osapiens' products and/or services. This includes consultants, which provide advice and other related services in connection with developing osapiens products and/or services. The definition of consultants does not include legal and/or tax advisors.

**"Supplier"**: A Supplier is any individual or entity/organization that, upon osapiens' specific order delivers products or provides services as part of osapiens' business model.

**"Business Associate"**: Business Partners and Supplier as defined above are jointly referred to as Business Associates.

**"Customer"**: A Customer is any individual or entity/organization, to which osapiens is selling products or providing services and that does not commercially resell or otherwise distribute any of these products or services to another person or entity. Customers are not considered to be Business Partners under this Business Partner and Supplier Code of Conduct.

**"BPS CoC"**: This Business Partners and Supplier Code of Conduct is hereinafter referred to as BPS CoC.

## 2. PURPOSE AND SCOPE

This BPS CoC sets up standards of business conduct and business practices with which osapiens expects Business Associates to comply. It shall globally contribute to meeting laws and regulations but also highest ethical standards in development, sales, distribution, product support and providing services. Moreover, Business Associates must appropriately address the standards along their supply chains and with their suppliers.

This BPS CoC applies to all Business Associates working with osapiens involved in the distribution, resale, or commercialization of osapiens' products and services, both directly or indirectly. Business Associates shall – where indicated – provide this BPS CoC to all employees and other individuals or companies involved in activities for osapiens in addition to any own codes and policies.

If applicable national legislation or regulation imposes stricter rules, such provisions take precedence. Applicable legislation may include but is not limited to legislation of the country of the Business Associates' citizenship or headquarters or any locations where Business Associates are taking actions or Business Associates' actions lead to certain consequences. This BPS CoC also only sets out minimum requirements. If contractual provisions stipulate stricter requirements, those stricter requirements apply. In case of doubt, please contact your point of contact at osapiens.

osapiens may unilaterally amend the BPS CoC even after a contract has been entered into if there is a material reason to do so (such as changed legal requirements or a materially changed or expanded risk situation). osapiens will notify the Business Associate of any such change.

Breach of this BPS CoC can have severe consequences for osapiens and Business Associates. Therefore, osapiens monitors and audits compliance with this BPS CoC. osapiens will not knowingly do business with Business Associates who violate applicable laws and regulations, including local, environmental and employment laws, as well as internal guidelines. Violations of this BPS CoC shall be strictly pursued with appropriate measures, legal and otherwise. Consequences may include but are not limited to termination of business relationships and all related contracts.

### **3. PROTECTION OF HUMAN RIGHTS, INCLUDING LABOUR AND SOCIAL RIGHTS**

#### **3.1 Protection of human rights and responsible sourcing**

The sustainability of our business activities is of utmost importance for us. That is why we expect our Business Associates to comply with labour, social and human rights standards, including fair working conditions, and observe the relevant legal regulations on due diligence in the supply chain.

osapiens does not accept any violation of these rights and will take action in the event of violation.

We do not tolerate forced labour, modern slavery, human trafficking, physical violence or other forms of oppression or child labour in our working environment. We create a working environment in which all rights of the core labour standards of the International Labour Organization (ILO) and the principles of the UN Global Compact are observed. In particular, we reject all forms of injustice and discrimination in the working environment and respect the right to freedom of association. We comply with the applicable national laws on minimum wage, discrimination and working hours.

#### **3.2 No child labor**

The protection of children's development, their childhood, dignity, health, safety and education is of utmost importance for osapiens. Business Associates shall ensure the protection of children by appropriate means.

In order to implement the prohibition of child labor, Business Associates shall i.a. implement an appropriate mechanism to verify the age of workers. When employing workers under the age of 18 is permitted by applicable law and ILO Conventions, these workers shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

#### **3.3 No forced labor and (modern) slavery**

osapiens expressly rejects any form of forced labor / bonded labor / indentured labor / involuntary prison labor / (modern) slavery or human trafficking and expects its Business Associates to do the same. Business Associates shall ensure already in the course of recruiting that employees carry out their activities on a voluntary basis and are free to terminate at any time.

Business Associates shall provide employees with an employment agreement in their native language that contains a description of terms and conditions of employment. Business Associates shall refrain from (directly or indirectly via third parties) hold or otherwise destroy, conceal, or confiscate identity or immigration documents unless required by applicable law. Business Associates shall not demand any recruitment fees or other related fees for their employment.

All forms of slavery, practices akin to slavery, serfdom or other forms of domination or oppression in the workplace, such as extreme economic or sexual exploitation and humiliation are prohibited.

### **3.4 Freedom of association**

osapiens acknowledges the positive impact of a sound cooperation between the company and the employees to the benefit of the company, the employees and the local communities.

The Business Associates must not disregard the freedom of association, according to which

- Employees are free to form or join trade unions,
- The formation, joining and membership of a trade union must not be used as a reason for unjustified discrimination or retaliation,
- Trade unions are free to operate in accordance with applicable law of the place of employment, which includes the right to strike and the right to collective bargaining.

Employees shall be able to openly communicate and share ideas and concerns with management without fear of discrimination, reprisal, intimidation, or harassment.

## **4. HEALTH AND SAFETY**

osapiens is committed to providing a safe, healthful and injury-free workplace for its own employees, but also for employees of Business Associates. Health and safety a priority consideration.

The Business Associate shall obey to the occupational safety and health obligations applicable under the law of the place of employment.

Business Associate shall warrant for appropriate processes to identify, assess and reduce actual and potential accidents and health risks, the recording and investigation of incidents, the training and instruction of employees in a form that they can understand, the provision of suitable work equipment and protective gear, and appropriate measures for emergency prevention and defense.

## **5. PROHIBITION OF DISCRIMINATION AND HARASSMENT**

osapiens views as unacceptable any form of harassment or unfair or unlawful discrimination based on descent, ethnic origin and nationality, religion and ideology, political or trade union activity, social views, gender and sexual identity, age, disability and illness and all other attributes protected by applicable laws.

We expect that Business Associates also provide a workspace free of harassment and unlawful discrimination. In particular, we expect the payment of equal remuneration for work of equal value.

## **6. SUSTAINABLE ENVIRONMENTAL AND CLIMATE PROTECTION**

Sustainable environmental and climate protection and resource efficiency are highly important corporate goals for osapiens. We also expect an appropriate awareness of the environment and efficient use of resources among our Business Associates.

We expect Business Associates to comply with the applicable laws, regulations and other rules on environmental protection and the protection of natural resources, including with regard to any forced expropriations or relocations. In particular, with regard to the statutory duties of care in the supply chain, Business Associates shall be committed to complying with the relevant international conventions (Stockholm Convention on Persistent Organic Pollutants of 2004, Minamata Convention of 2017, Basel Convention of 1989, etc.) and to the conflict-free acquisition of raw materials such as minerals, ores and metals alloyed with corresponding raw materials.

In all our business activities, we seek to ensure that the resulting impact on the environment and climate is minimised and that our products and services make a positive contribution to environmental and climate protection. Every Business Associate has a responsibility to treat natural resources with care and to contribute to the protection of the environment and climate through individual behaviour.

## **7. BUSINESS CONDUCT**

### **7.1 Fair Competition**

osapiens supports the principle of free enterprise and fair competition as a basis for conducting its business. Business Associates are required to perform their business in a manner consistent with all applicable international and national competition laws and standards.

We expect that the Business Associates we work with compete ethically and fairly for their business opportunities. Anti-competitive contacts with osapiens, other Business Associates of osapiens or representatives of other companies, including competitors, are strictly forbidden. Business Associates shall in particular not engage in anti-competitive agreements or concerted practices such as price fixing, output restrictions, sales conditions, bid rigging, allocations of markets or customers, or exchange of competitively sensitive information.

Making misleading statements about osapiens' or the Business Associates' products or services is prohibited. It is also prohibited to use osapiens' or another company's trademarks in a way that confuses the customer as to the characteristics and source of the products or services or other deceptive measures/actions. Business Associates shall ensure that its employees only make statements, communications and representations to customers that are accurate and truthful as they relate to osapiens and its business.

### **7.2 Anti-money-laundering**

We expect that Business Associates take appropriate measures to prevent money laundering and special care when any questionable financial transactions are requested. They shall not tolerate or participate in any misuse of osapiens or their company for illegal activities.

### **7.3 Sanctions and export controls**

Business Associates involved in providing products or services to osapiens or selling or distributing osapiens' products and services whether domestically or internationally, shall know and comply with all import and export controls, sanctions and other trade compliance laws and regulations.

#### 7.4 Product Compliance

osapiens strives towards the highest quality and aims for constant improvement of products. We expect that Business Associates comply with all applicable legal product compliance and safety regulations and requirements.

### 8. ANTI-BRIBERY AND ANTI-CORRUPTION

Business Associates shall consider and comply with national and international anti-bribery and anti-corruption laws such as the UKBA and FCPA.

Business Associates shall never, directly or indirectly, offer, promise, give or demand anything of value **for improper reasons** of obtaining business or **for any improper advantage**. They shall avoid any actions that might lead to the perception of improperly influencing someone's business or being improperly influenced by third parties due to any kind of advantage granted.

Business Associates undertake to appropriately train their employees on these requirements.

#### 8.1 Gifts and hospitality

While it is recognized that limited corporate hospitality is given and received as part of building normal business relationships, gifts and invitations to meals or other comparable amenities should not be offered to individuals, group of individuals and/or entities or accepted by individuals and/or entities, if their value, scope and timing may appear to influence osapiens' and the Business Associates' business decisions. This may for example be the case if the impression arises that a consideration is expected from the respective individuals and/or entities.

The offering and accepting of a benefit must therefore always be within the boundaries of business appropriateness. The overall number of gifts and invitations offered to or accepted by one party always has to be reasonable.

In this connection, Business Associates have to consider the following rules:

- Cash or its equivalents may never be offered, granted, demanded or accepted.
- Interactions with foreign or domestic public officials must be handled with specific care. Benefits to public officials are strictly prohibited.
- In addition, the following benefits are strictly prohibited:
  - Benefits specifically requested by another party;
  - Benefits of solely private nature;
  - Extravagant benefits that do not correspond to customary business practice; and
  - Benefits (in the context of entertainment) with offensive or leisure content.

#### 8.2 Donations and sponsoring

We further expect that Business Associates do not use donations and sponsoring towards its customers to improperly influence or reward past, present or potential future use or support of

osapiens' products, in particular of the sponsoring recipient. Influence that results from the marketing activity itself, conducted within the sponsoring, is generally not considered to be improper.

## **9. TRANSPARENCY**

### **9.1 Avoidance of conflicts of interest**

We expect that Business Associates follow solely objective business criteria, leaving out any private interests when making decisions connected to osapiens' business. They should further avoid the mere appearance of such a conflict of interest. This is essential as conflicts of interest create risks for the reputation of both, the Business Associate and osapiens.

Therefore, Business Associates will not – without proper disclosure and approval by osapiens – offer personal services, payments or loans to osapiens' employees. Business Associates will not knowingly allow a osapiens employee (or family member) to work for the Business Associate in a capacity that could influence the osapiens employee's decisions when acting for osapiens.

Business Associates shall inform their point of contact at osapiens in case of any potential conflicts of interest.

### **9.2 Insider information**

Business Associates shall treat insider information confidential. In the course of their work for osapiens, Business Associates may become aware of non-public information about osapiens. We expect that Business Associates use such information only for the purpose for which it was provided. In particular, they shall not use insider information for private purposes and shall not share it with anyone without prior written authorization by any authorized representative of osapiens.

Furthermore, we expect that our Business Associates ensure that their employees do not take advantage of or pass such information to others. These restrictions also apply to family and friends.

### **9.3 Integrity of books and records**

osapiens is committed to striving for accuracy, transparency and fairness in all its records and reports. Business Associates shall therefore maintain in a timely manner complete and accurate (financial and/or accounting) records and reports of any transactions with relation to their performance of the contractual relationship with osapiens.

We expect that business records of Business Associates are retained in accordance with all applicable laws and regulations and record retention policies.

## **10. PROTECTION OF COMPANY ASSETS, RESOURCES AND DATA**

### **10.1 Company assets**

Business Associates have a responsibility to safeguard property and other assets owned or leased directly or indirectly by osapiens. This includes osapiens' properties, assets, financial data, trade secrets, trademarks, databases, business manuals and other intellectual property.

osapiens' assets and resources as well as corporate opportunities may not be used beyond what is contractually agreed upon, without prior written approval. Contrary actions may result in termination of agreement, but also civil proceedings and criminal prosecution.

## **10.2 Confidential information**

Data, information and documents pertaining to osapiens are considered company assets and are to be used strictly for the performance of our respective duties. They shall be protected against loss of availability, infringement or improper disclosure.

Business Associates shall not make use of confidential information. They shall in particular not inform any unauthorized person, including family and friends.

## **10.3 Data protection**

Business Associates will comply with all applicable privacy and data security laws and regulations and will be responsible and transparent in their use of data. This includes employee, customer, and supplier data.

Business Associates shall take the necessary steps to comply with these requirements in accordance with the state of the art. This includes acting in compliance with applicable data protection processing data only for specified, explicit and legitimate purposes in a fair and lawful manner.

# **11. REPORT OF COMPLIANCE VIOLATIONS**

## **11.1 Implementation of reporting system**

osapiens encourages its employees and Business Associates to report any activity that may indicate a violation of applicable laws or this BPS CoC or that is inconsistent with ethical business practices.

osapiens' grievance mechanism is open for everybody including employees of Business Associates and persons affected by the business activities of osapiens or its Business Associates (and their representatives).

Reports can be made via osapiens' complaint management system:

<https://prod.osapiens.cloud/portal/portal/webbundle/supplier-os-hub/supplier-os-hub/public-access-app/complaint.html#/public/hub/osapiens/osapiensServicesGmbH/complaint/new>

osapiens also expects its Business Associates to establish their own reporting system and investigate any grievance and take necessary action, if required. Business Associates should prohibit retaliation against anyone who reports a violation in good faith.

## **11.2 Reporting obligations**

Business Associates are required to inform osapiens of any violations of this BPS CoC, legal proceedings, government investigations or criminal proceedings that may affect osapiens' business or negatively impact the reputation of the Business Associate and osapiens.

### **11.3 Cooperation on remedial actions**

The Business Associate will take immediate action to remedy (imminent) violations. The Business Associates will – upon osapiens' request – cooperate with osapiens in investigating and remedying (imminent) violations of the BPS CoC or applicable laws.

osapiens is entitled to set a reasonable grace period for the Business Associate to bring its conduct into compliance with these regulations.

If the violation cannot be ended in the foreseeable future, the Business Associate shall immediately notify osapiens and develop a concept with a time schedule for ending or minimizing the violation. If appropriate, osapiens shall provide reasonable assistance to the Business Associate in implementing the plan to the extent permitted by law.

In the event of a serious violation of law, osapiens reserves the right to suspend business relations with the Business Associate until the violation has been ended. In the event of a temporary suspension of business relations, the parties shall not be obliged to perform their contractual obligations. Any rights of termination (see section below) remains unaffected.

## **12. RIGHTS OF OSAPIENS**

### **12.1 Termination rights**

Without prejudice to termination rights stipulated for the respective Business Associate, osapiens may terminate the contract with the Business Associate for good cause (with immediate effect or with an expiration period) if one of the following cases applies:

- a) A breach of this BPS CoC occurred, unless the breach is minor;
- b) osapiens reasonably believes that such a breach occurred or is likely to occur.

osapiens shall not be obliged to compensate any loss suffered by the Business Associate as the result of the termination in the above mentioned cases. This includes that the Business Associate is not entitled to any claims for compensation for services not yet rendered. Furthermore, claims for damages or any other claims arising from or in connection with such termination are explicitly excluded.

### **12.2 Audit rights**

osapiens shall be entitled to audit compliance with the laws and this BPS CoC. Audits can be made annually and – for good cause (such as sufficient factual indications of violations of this BPS CoC) – also on several occasions. Audits can be made upon prior notice and during normal business hours at the Business Associate's premises. Audits can also be conducted by external experts, in writing or on site, in accordance with the applicable legal provisions. Each inspection shall take into account the legitimate confidentiality interests of the Business Associate and – to the extent possible – not interfere with business processes.

Further details on this audit right are outlined in the respective contract(s) with the respective Business Associate.

### **12.3 Claims for damages**

The right to assert claims for damages by osapiens remains unaffected.