

Annex to the General Conditions of Purchase Supplier Code of Conduct (SCoC)

Preamble

IBAK Helmut Hunger GmbH & Co. KG is committed to responsible company management. We expect from our suppliers that they observe the same social, ecological and ethical standards that we have imposed on ourselves. This code for suppliers is an integral part of our business relationship.

1. Observance of Due Diligence Obligations in the Supply Chain

- 1.1. The supplier undertakes to observe all valid laws and regulations, in particular the regulations of the Act on Corporate Due Diligence in Supply Chains regarding human rights and environmental obligations.
- 1.2. The supplier shall ensure that human rights are observed within his own organisation and in the further supply chain and that the environmental standards and the ensuing obligations valid at the time in question are complied with.
This includes in particular the ban on child labour and forced labour, the observance of health and safety regulations and adequate payment.
This also includes in particular the careful handling of resources and waste, the protection of biodiversity, measures against climate change and measures for protection of water and drinking water.
- 1.3. The supplier ensures equal opportunities and eliminates discrimination on grounds of gender, origin, religion, age or sexual orientation.

2. Corruption Control and Anti-Corruption

- 2.1. The supplier ensures that he, his employees and agents do not offer, promise or grant our employees or third parties any illegal advantages (such as bribes, unallowable presents or invitations) in order to gain or maintain orders.
- 2.2. The supplier must avoid situations that could lead to a conflict between his private concerns and our business interests.

3. Compliance with Trust Regulations

- 3.1. The supplier undertakes to observe the valid competition and antitrust laws. In particular, price-fixing agreements, market allocation or the exchange of commercially sensitive strategies with competitors is forbidden.

4. Export Control and Sanctions

- 4.1. The supplier ensures that the supplied goods and their constituents do not violate valid export control regulations, embargoes or sanction lists (especially those of the EU and the USA).
- 4.2. The supplier shall inform us on his own initiative if for the supplied goods an export licence is required according to the EU Dual Use Directive 2021/821 and its annexes, the Foreign Trade Act (AWG), the Foreign Trade and Payments Ordinance (AWV) and its annex (Part I Section A and B of the German Export List), in the versions valid at the time in question.
- 4.3. Obligation of the supplier to observe the sanctions against the Russian Federation and Belarus
 - 4.3.1 The supplier must not sell, export or re-export any goods which are supplied within the framework of or in connection with this contract and fall within the scope of application of Article 12g of Council Regulation (EU) No. 833/2014 (for the Russian Federation) or Article 8g of Council Regulation (EC) No. 765/2006 (for Belarus) either directly or indirectly to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.
 - 4.3.2 The supplier shall use his best endeavours to make sure and prevent the aim of paragraph 1 from being counteracted in the further chain of commerce including possible resellers.
 - 4.3.3 The supplier must set up and maintain an adequate control mechanism to recognise patterns of conduct of third parties in the further chain of commerce, including possible resellers, which would counteract the aim of paragraph 1.
 - 4.3.4 Any violation of paragraphs 1, 2 or 3 constitutes an essential violation of a central element of this contract and IBAK is entitled to demand appropriate remedy, including, but not limited to: a) termination of the contract; and b) a contractual penalty amounting to 50% of the total value of this contract or of the price of the exported goods, depending on which value is higher.

4.3.5 The supplier shall inform IBAK without delay of any problems with the implementation of paragraphs 1, 2 or 3, including any relevant activities of third parties which could counteract the aim of paragraph 1. The customer shall inform IBAK within two weeks after the simple request for such information about the observance of the obligations according to paragraphs 1, 2 und 3.

5. Data Protection

- 5.1. If the supplier is given access to personal data within the framework of fulfilment of contract, he undertakes to observe the regulations of the General Data Protection Regulation (GDPR).
- 5.2. During the processing of an order (e. g. IT maintenance or data analysis) a separate order processing contract (AVV) must be additionally concluded.

6. IT Security and Confidentiality

- 6.1. The supplier is obligated to observe adequate IT security standards to ensure the protection of our data and information from unauthorised access, loss or manipulation.
- 6.2. Security incidents that could affect our data or the ability to deliver (e. g. cyberattacks) must be reported to us without delay.

7. Information and Audit Rights

- 7.1. The supplier is obligated to inform us on his own initiative of any severe compliance violations relating to our business relationship.
- 7.2. If the supplier ascertains a violation of human rights or environmental obligations, he must inform us without delay and institute suitable remedial measures.
- 7.3. To check the observance of our supplier code standards, the supplier is obligated to give us information on his supply chain on request. The supplier shall support us with the fulfilment of our legal reporting obligations by providing the necessary data and documents.
- 7.4. We reserve the right, after adequate notice, to check the observance of the due diligence obligations arising from our supplier code at the supplier's premises ourselves or by commissioned third parties, if there is a well-founded reason.

8. Implementation in the Supply Chain

- 8.1. The supplier shall obligate his direct sub-supplier by contract to likewise observe the standards named in this provision and to pass on this obligation down the supply chain.
- 8.2. The supplier is obligated to report any severe violations of this code. He can use our reporting address compliance@ibak.de to do so.

9. Legal Consequences of Violations

- 9.1. Severe violations or violations of our supplier code standards that are not remedied in spite of a deadline entitle us to terminate the contract without notice or to cancel individual orders. In such a case, we reserve the right to terminate the business relationship without notice and to demand damages.