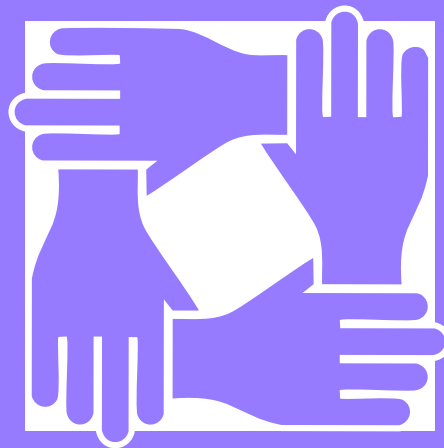
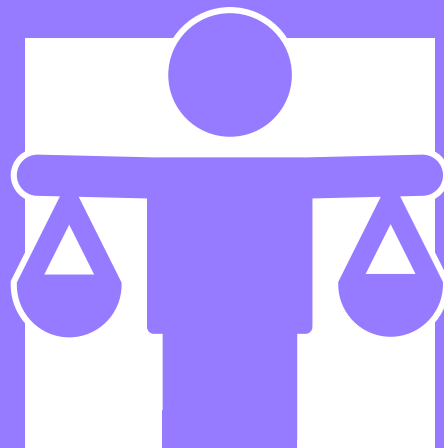
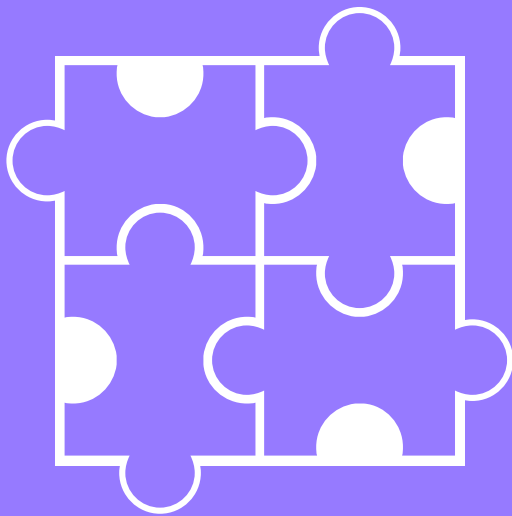


Supplier

Code of Conduct



AGENDA

A Preamble

B Requirements for Suppliers

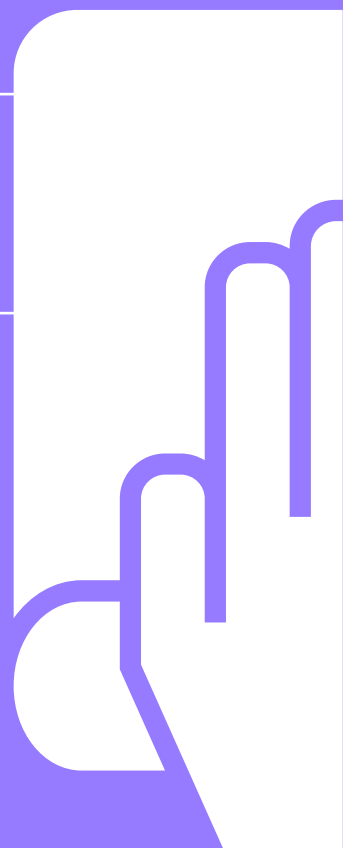
1 Social responsibility and human rights

2 Environment and climate protection

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A

Preamble

1 d&b audiotechnik GmbH & Co. KG (d&b) aspires to be an innovative company that develops, manufactures and sells particularly high-quality products and provides corresponding services. d&b is committed to the fundamental values of society and does everything necessary at all times to ensure that it acts in accordance with laws and ethical values.

As a member of the United Nations Global Compact, d&b is committed to incorporating the Ten Principles of the United Nations Global Compact in the areas of human rights, labour standards, the environment and corruption prevention into its strategies, and to helping to achieve the general goals of the United Nations. The focus here is on supporting the 17 Sustainable Development Goals. As a company, we also see it as our responsibility to support the target set out in the Paris Agreement to limit global warming to 1.5 degrees.

In order to fully meet these obligations, d&b expects its contractual partners (hereinafter: the '**Supplier**') to adhere to certain sustainability standards. Furthermore, d&b requires its suppliers to continuously optimise their business activities and products with a view to improving sustainability. d&b also believes that a common fundamental understanding of socially and environmentally responsible activities and ethical business conduct is essential to establishing successful business relationships and collaborative partnerships.

2 For the purposes of any future cooperation, the contracting parties therefore agree to abide by the following regulations, constituting a common code of conduct (hereinafter: '**CoC**'). This will serve as the basis for all future deliveries and any other services provided within the terms of the contractual relationship. In this respect, the Supplier shall undertake to comply with the principles and regulations laid down in the CoC. The Supplier shall also contractually oblige any subcontractors it uses to fulfil the contractual relationship to comply with the requirements and standards formulated in this CoC. This agreement will enter into force upon being signed and remain valid for the duration of the business relationship between the parties or until the parties agree on a new arrangement. A violation of this CoC may ultimately constitute the reason and cause to terminate the business relationship and any associated agreements without notice.

3 d&b reserves the right to verify the Supplier's compliance with the CoC in a manner deemed appropriate. To this end, d&b will liaise with the contractual partner to establish the scope, period and location of any such verification measures.

4 The CoC is based on national laws and regulations formulated in the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz, hereinafter: **LkSG**) and general principles on human rights, environmental protection and ethical business conduct.

5 For reasons of better comprehensibility, gender-related forms of language are not simultaneously used. All references to persons nonetheless apply to all genders.



B

Requirements for Suppliers

Social responsibility and human rights

1

1.1 Prohibition on forced labour

With reference to Section 2(2)(3 and 4) LkSG, no forced labour, slave labour or any similar forms of labour may be used. All work must be done on a voluntary basis without the threat of punishment. Employees must be able to terminate the work or employment relationship at any time. Measures must also be taken to ensure that all forms of forced labour are opposed and eliminated.

Furthermore, there must be no unacceptable treatment of workers, such as psychological hardship, sexual and personal harassment and humiliation. In accordance with Section 2(11) LkSG, no security forces must be assigned or used if persons are subjected to inhumane or degrading treatment or injured in the course of the assignment or if the right to organise or freedom of association is impaired in any way.

1.2 Prohibition on child labour

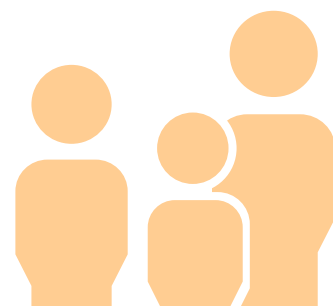
In line with Section 2(1 and 2) LkSG, the Supplier shall respect the rights of children and afford them the utmost protection. The Supplier hereby confirms that it adheres to the obligation formulated under Section 2(2)(1) LkSG on the minimum age for employing children. This states that the age must not be less than the age at which compulsory education ends by law in the place of employment and, in any case, not less than 15 years. If children are found to be working, the Supplier must document the measures that need to be taken to remedy the situation and allow the children to attend school. The rights of young workers under the age of 18 may not be exploited for work that is deemed likely to harm the health, safety or morals of children.

1.3 Fair remuneration

In accordance with Section 2(2)(8) LkSG, the Supplier is required to pay a sum for regular working hours and overtime that corresponds to the national statutory minimum wage or the minimum standard within the industry, whichever is higher.

1.4 Fair working hours

As a minimum standard, the Supplier shall undertake to grant its employees a rest period of at least twenty-four consecutive hours or alternative rest periods within a period of seven days. Furthermore, the working hours must comply with the national laws to which the Supplier is subject on account of its location or main area of activity. In this respect, the Supplier shall also undertake to check whether its working hours comply with these requirements.



1.5 Freedom of association

In accordance with Section 2(2)(6) LkSG, the Supplier must preserve the right to freedom of association and the effective recognition of the right to collective bargaining. Accordingly, the right of employees to form organisations of their choice, join them and engage in collective bargaining and strike action 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 workers for the purpose of collective bargaining must be granted. Employees may not be discriminated against on account of forming, joining or being a member of such an organisation. Staff representatives must be granted free access to the workplaces of their colleagues in order to ensure that they can exercise their rights in a lawful and peaceful manner.

1.6 Freedom from discrimination and harassment

In accordance with Section 2(2)(7) LkSG, the unequal treatment of employees in any form is not permitted unless it is justified by the demands of the job. This applies, for example, to discrimination based on gender, nationality, ethnic origin, social background, skin colour, disability, health condition, political opinion, ideology, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual shall be respected. Furthermore, the Supplier shall promote equal chances for all in the workplace and prohibit unequal treatment without objective grounds.



1.7 Occupational health and safety

The Supplier is responsible for creating a safe and healthy working environment and, in accordance with Section 2(2)(5) LkSG, must comply with the occupational health and safety obligations imposed by law at the place of employment. In any event, the Supplier must take all necessary precautions by establishing and maintaining appropriate occupational safety systems in order to prevent accidents and harm to health that may occur in connection with the job. Excessive physical or mental fatigue must be prevented by taking appropriate measures. The Supplier must further ensure that employees are kept regularly informed about applicable health and safety standards and safety measures and given appropriate training. Employees shall be given access to sufficient drinking water as well as access to clean sanitary facilities.

1.8 Preserving natural resources

The Supplier shall undertake to preserve resources in compliance with Section 2(2)(9 and 10) LkSG. Accordingly, the Supplier must not violate legitimate rights by extracting resources from land, forests or bodies of water that are needed to secure the livelihood of persons. The Supplier must not precipitate any harmful soil changes, generate water/air pollution or noise emissions, or consume excessive amounts of water if this harms the health of persons, significantly impairs the natural basis for the production of food or prevents persons from accessing safe drinking water or sanitary facilities.

1.9 Dealing with conflict minerals

For the conflict minerals tin, tungsten, tantalum, gold and neodymium, as well as other raw materials such as cobalt, the Supplier shall establish processes in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and shall also expect its Suppliers to do the same. Smelting works and refineries without adequate, audited due diligence processes should be avoided.

2.1 Dealing with waste and hazardous substances

The Supplier shall ensure that no environmental risk exists due to a violation of one of the prohibitions set out in Section 2(3) (1–8) LkSG. To this end, the Supplier shall take a systematic approach to identifying, managing and reducing solid waste and responsibly disposing of or recycling it. The Supplier shall comply with the prohibitions on the export of hazardous waste laid down in the Basel Convention of 22 March 1989, as amended. Chemicals or other materials that pose a hazard when released into the environment must be identified and managed in such a way as to ensure safety during the handling, transport, storage, use, recycling, reuse and disposal of such substances. Furthermore, mercury must only be used in compliance with the provisions of the Minamata Convention of 10 October 2013 and persistent organic pollutants must be used in line with the Stockholm Convention of 23 May 2001, as amended.

2.2 Treatment and discharge of industrial waste water

Waste water from business operations, manufacturing processes and sanitary facilities must be categorised, monitored, verified and, if necessary, treated prior to discharge or disposal. Measures should also be introduced to reduce the production of waste water.

2.3 Dealing with air emissions

General emissions from business operations (air and noise emissions) as well as greenhouse gas emissions must be categorised, routinely monitored, verified and, if necessary, treated prior to their release. The Supplier also needs to monitor its exhaust gas cleaning systems and is required to find economical solutions to minimise any emissions.

2.4 Resource consumption and resource efficiency

The use and consumption of resources during production and the generation of waste of all kinds, including water and energy, must be reduced or avoided to the greatest possible extent. This can be done either directly at the point of origin or by establishing procedures and measures, such as modifying production and maintenance processes or adapting procedures within the company, using alternative materials, making savings, or recycling or reusing materials.

2.5 Energy consumption and energy efficiency

Energy consumption must be monitored and documented. Economical solutions must be found to improve energy efficiency and minimise energy consumption.

2.6 Climate action

In order to achieve climate neutrality goals, it is necessary to record greenhouse gas emissions along the entire d&b value and supply chain. Here, d&b is guided by the standards formulated in the Greenhouse Gas Protocol (GHG) and the Corporate Sustainability Reporting Directive (CSRD). In line with general reporting requirements, product-specific CO₂ data is recorded in the balance sheet for the calculation of Scope 3 greenhouse gas emissions. Accordingly, d&b provide the Suppliers to take a cooperative approach whenever it requests product-specific CO₂ data by taking part in surveys in the form of questionnaires, providing the data and information needed for accounting purposes and cooperating in any other way deemed necessary.

3.1 Fair competition

The Supplier shall commit to the principles of fair competition and respect all regulations and codes of conduct relating to the protection of competition. Anticompetitive behaviour in particular – such as cartel agreements, corruption, bribery or the abuse of a company's own market position – shall not be tolerated and supported by the Supplier. In this respect, the standards of fair business practices, fair advertising and fair competition must be observed. It is also necessary to apply the relevant competition laws, which especially prohibit agreements and other activities that influence prices or conditions when dealing with competitors. These rules further prohibit agreements between customers and suppliers that are designed to restrict customers' freedom to independently set their prices and other conditions when reselling. The Supplier must also put a procedure in place for monitoring and enforcing the standards in order to ensure compliance with anti-corruption laws.

3.2 Confidentiality and privacy

The Supplier shall undertake to meet the reasonable expectations of its contracting party and its Suppliers, customers, consumers and employees with regard to the protection of private information and guarantee the right to determine how personal data is used within the scope of legal regulations. When gathering, storing, processing, transmitting and sharing personal information, the Supplier must comply with data protection laws (in particular the GDPR) and information security laws as well as official regulations.

3.3 Protecting intellectual property

Inventions, ideas, developments, and any other kind of intellectual property must be respected by the Supplier along with any third-party rights in this regard. Technology and knowledge transfer must be carried out in such a way as to protect intellectual property rights and customer information.



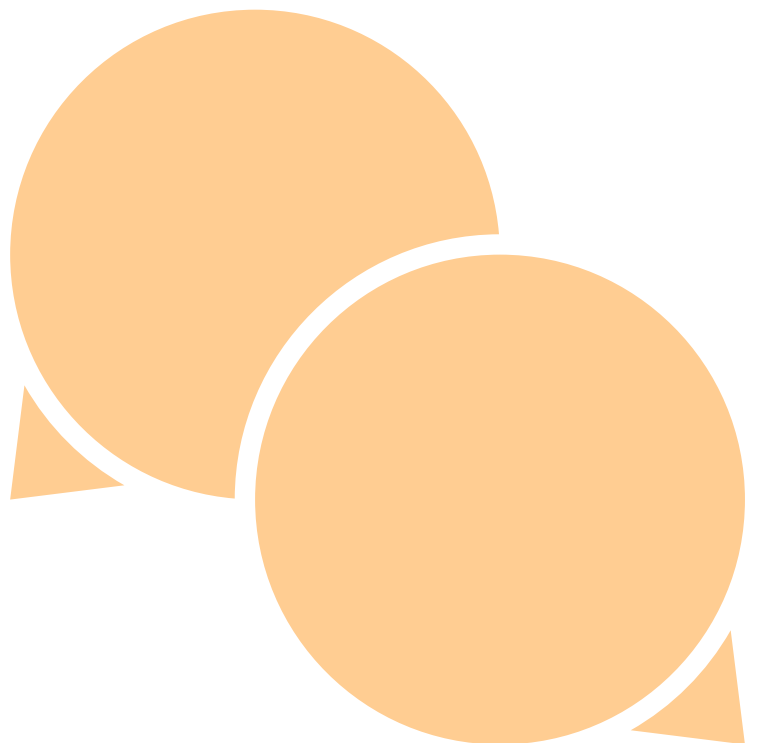
3.4 Money laundering prevention

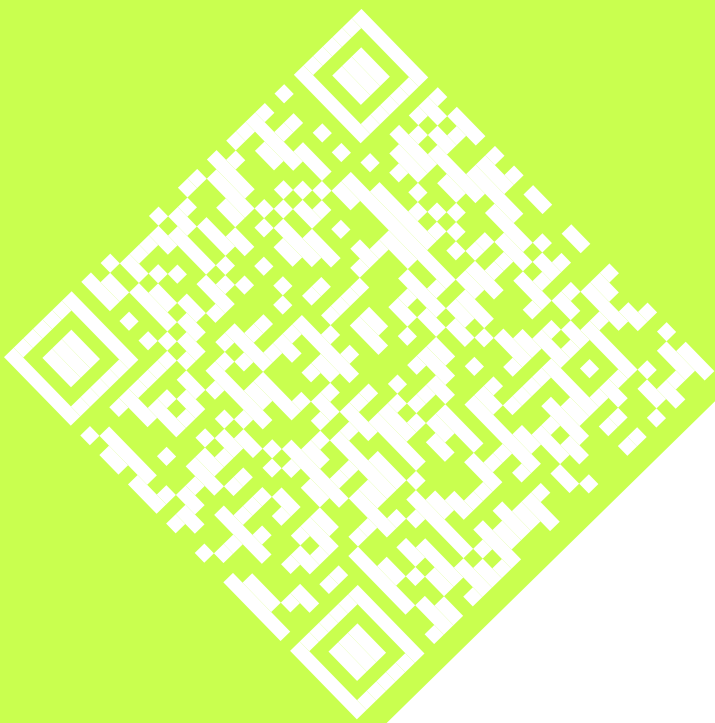
The Supplier is aware of the relevant anti-money laundering laws and shall adhere to them accordingly. The Supplier shall help to enforce these laws by carefully selecting its contractual partners and using only permitted forms of payment.

3.5 Integrity, bribery, accepting advantages

The Supplier must apply the highest standards of integrity in all of its business activities. Accordingly, the Supplier must avoid all forms of bribery, corruption, extortion and embezzlement. Business decisions, including donations and contracts, may only be made on the basis of transparent performance- and quality-related criteria. Gifts or other benefits that are likely to influence the business relationship with d&b or any decision taken by d&b may therefore neither be accepted nor offered. The Supplier must also put a procedure in place for monitoring and enforcing the standards in order to ensure compliance with anti-corruption laws.

Any information received from d&b regarding the accessibility of a complaints procedure, including information on how it will be conducted and those responsible for it, must be passed on by the Supplier to its employees in an appropriate manner. The complaints procedure must be accessible to employees, while keeping their identity confidential and providing effective protection against discrimination. In the absence of any such information, the Supplier itself shall be responsible for putting in place an effective complaints mechanism at company level for any individuals or communities that may be negatively affected. Employees who file a complaint due to a violation of this Code of Conduct or any relevant laws may not be subject to disciplinary action.







Acknowledgement of the Supplier Code of Conduct

By signing this document, we confirm receipt of the Supplier Code of Conduct. We undertake to comply with the principles and regulations set out therein.

Company

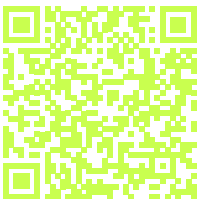
Name (first and last name)

Position

Place, date

Signature

Stamp



For the digital version of this document, scan the QR code or go to: <https://www.dbaudio.com/global/en/supplier-code-of-conduct-form>

d&b Supplier Code of Conduct EN V1.0 Released 08/2024

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