



Code of Conduct

For Business Partners



Patrick Hupperich
CEO FEV Group

**Dear
business
partners,**

FEV aims to conduct its daily work and all business in an ecologically, ethically and legally sound manner. In FEV's core fields of mobility, software and energy, the company knows no standstill. FEV's own high standards of technological evolution and ecological change drive the continuous improvement of the solutions it develops – and thus support the evolution of society. As an independent innovation driver, FEV does not see the continuous development of its technologies as an economic end in itself. Rather, they are solutions that benefit society and the environment with a focus on safety and sustainability.

FEV places the same high demands on the business relationships with its partners. The following requirements supplement the contractual relationship for the supply of goods and the provision of services (hereinafter collectively referred to as "Supply") between a direct supplier ("Supplier") and the respective procuring FEV company ("FEV"). The FEV Code of Conduct for Business Partners sets forth binding requirements ("Expect") which Business Partners shall not violate. And it describes FEV's recommendation to business partners ("prefer"), which define the requirements for preferred business partners.

We expect our suppliers to ensure compliance with and continuous improvement of environmental, human rights, occupational health and safety and other binding requirements as a basis for the joint business relationship. FEV will consistently pursue violations of this Code of Conduct and take appropriate measures. As a final consequence, FEV reserves the right to terminate the business relationship. FEV expects its suppliers to ensure contractually and factually that their suppliers and subcontractors are also bound by and comply with the obligations set forth in this Code of Conduct.

Acting responsibly

At FEV, we are aware of our social responsibility towards our employees, business partners and society. Respect for human rights and protection of the environment are central elements of responsible corporate governance at FEV.

We expect our suppliers to explicitly acknowledge their responsibility to uphold human and employee rights, to respect the rights of employee interest groups and to protect the environment, and to comply with legal requirements.

Human rights, ethical standards and laws

Within this framework, we at FEV are committed in particular to the values of the following international standards:

- The United Nations Universal Declaration of Human Rights
- The basic principles of the International Labor Organization (ILO) Declaration of Principles concerning Multinational Enterprises and Social Policy (MNE Declaration)
- The principles of the United Nations Global Compact (UNGC)
- The Charter of Fundamental Rights of the European Union.

We expect our suppliers to also commit to these values and not to commit or participate in human rights abuses. Where local law and international human rights are not aligned, the supplier shall act in accordance with the higher standard.

He must prevent and minimize negative impacts on human rights within his business area.

The supplier shall comply with all applicable laws, standards and regulations.

Fair working conditions

The supplier is committed to fair working conditions. He complies with the legal provisions to ensure fair working conditions, including those on appropriate remuneration, social benefits, working hours and protection of privacy.

Prohibition of child and forced labor

The supplier must prohibit any form of child labor and forced labor in his business area and at his suppliers, and refrain from any form of participation.

The supplier does not employ children under the minimum legal age for admission to employment in the respective jurisdiction. The Supplier shall not employ children under the age of 15, even if the employment of younger children is legally permitted under local regulations. Employees under the age of 18 shall not perform work that, by its nature or other circumstances, may endanger their health, safety or morals, such as overtime or night shifts. If a local law requires a higher minimum legal age or a longer period of compulsory education, the higher age shall apply.

The supplier strictly rejects forced labor, involuntary labor or modern forms of slavery or their participation. Punishment, psychological or physical coercion and any other form of human trafficking are prohibited by the supplier. Disciplinary

guidelines and measures shall be clearly defined and communicated to the employees.

Remuneration and working hours

The supplier must comply with the applicable labor and social laws and compensate his employees fairly. He must ensure that working conditions, remuneration and working hours also comply with industry standards, e.g. the ILO. The strictest regulations apply in each case. Working conditions, remuneration and working hours must be established by written agreement and considered as a contract between the supplier and the employee at the time of hiring. They must be established by written agreement with each employee.

In particular, the supplier shall comply with the following:

- Compensation must be paid to employees regularly, on time and in full in accordance with applicable laws.

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- If there is no statutory minimum wage or overtime pay, the wage must be at least equal to the average minimum wage for the industry. Overtime must be remunerated at an hourly rate exceeding the regular rate.
- The contribution to the statutory social insurance is paid and social benefits are claimed by the employees (e.g. sick leave).
- Wage reductions as disciplinary measures may only be permitted in accordance with the applicable national law.
- The weekly working time, including overtime, may not exceed 60 hours. Overtime may not be forced or exceed the limit set by law. They may not be worked on a permanent basis, with the exception of emergencies and exceptional circumstances.
- Employees shall be provided with a rest period of at least 24 consecutive hours at least every seven days.

Compensation, welfare and other benefits are intended to provide employees and their families with an adequate standard of living. Suppliers are expected to provide fair and competitive compensation and other benefits to their employees, to promote equal pay for work of equal value, and to provide adequate training and development opportunities for their employees.

Freedom of association, collective bargaining

The supplier shall respect the right of employees to form and join employee representative organizations and to engage in collective bargaining and strike. In cases where freedom of association and the right to collective bargaining are restricted by law, he shall grant alternative possibilities of independent and free association of employees for the purpose of collective bargaining.

»Respect for human rights and protection of the environment are central elements of responsible corporate governance at FEV.«

The supplier shall not discriminate against employees on the basis of their establishment, affiliation or membership in such an organization. He shall grant employee representatives free access to the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner.

Equal opportunities and respect

The supplier ensures that cooperation is based on respect and trust. It is characterized by mutual understanding, openness, transparency and equal opportunities - also across all hierarchical levels. The supplier shall ensure a working environment free of discrimination and harassment and shall prevent and avoid irregular behavior within the company.

The supplier promotes diversity and inclusion. It grants professional opportunities according to appropriate criteria.

We expect our suppliers to reject any form of discrimination or harassment on the basis of ethnic or national affiliation, gender, religion, ideology, age, disability, sexual orientation, skin color, political views, social origin or any other characteristics protected by law.

The supplier does not permit sexual harassment and personal insults. Violations will not be tolerated and will be punished under labor law.

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Health and safety in the workplace

We expect the supplier to comply with legal requirements for occupational health and safety and give preference to suppliers who go beyond this.

The supplier shall take the necessary precautionary measures against accidents and damage to health which may arise in connection with the activities of its employees, also taking into account the interests of its employees. Physical or mental fatigue shall be prevented by appropriate measures. In addition, the supplier shall regularly inform and train its employees about applicable health and safety standards and safety measures.

Protection of personal data

When processing personal data (such as the collection, use, disclosure, publication and storage), the Supplier shall strictly comply with the legal provisions. The Supplier shall collect personal information only for legitimate business purposes, use it only in a legal, transparent and secure manner and disclose it only to persons authorized to access it. He must protect the information in accordance with security regulations, may only keep it for as long as necessary and must oblige third parties with access to personal information to protect it.

Corporate governance and business relations

Handling business information/ Confidential information

Protecting confidential business information is a top priority for the supplier.

Prior to each disclosure of information to third parties, the supplier shall check whether there is an authorization for disclosure and whether the information is sufficiently protected at the third party, e.g. by a confidentiality agreement. Upon request, he shall submit the relevant documentation.

Information of FEV shall be protected in accordance with the agreed protection requirement and shall only be used for the agreed purpose.

Protection of assets and property

Equipment, facilities, materials and other supplies owned or possessed by FEV shall be treated with care and appropriately to prevent loss or damage.

Competition and antitrust law

The supplier shall comply with the valid and applicable national and un-national antitrust and competition law provisions. No agreements contrary to antitrust law (e.g. to fix prices or to divide markets) – neither verbally, in writing nor in any other way, e.g. through concerted practices – shall be made with competitors, suppliers, customers or other third parties. A possibly existing dominant market position will not be exploited in an inadmissible manner. Any actions that even give the appearance of a concerted practice shall be refrained from.

Fighting corruption

The supplier shall not directly or indirectly engage in, advocate or tolerate any form of bribery or corruption. The supplier shall not offer or accept any improper advantage from third parties – public officials or other persons in business relationships – for the purpose of obtaining or maintaining business relationships or any form of preferential treatment. An “advantage” in this sense includes not only cash,

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but also employment opportunities, benefits, travel, facilitation payments, the promise of assumption of debt, or unlawful gifts and entertainment.

To enforce these requirements, the supplier shall introduce and apply regulations to prevent corruption and attempted corruption, as well as procedures for their enforcement and monitoring.

Prevention of money laundering

The supplier undertakes to counteract the introduction of illegally acquired funds into the economic cycle by taking suitable and appropriate measures.

Avoidance of conflicts of interest

The supplier shall always act with integrity and transparency. He must make business decisions in the interest of the company and not out of private or other special interests.

In its business, it shall avoid situations in which private, financial or other external interests conflict with the em-

ployee's professional responsibility. If an employee of FEV or a person contracted by FEV has a personal interest of any kind in the Supplier's business or has any business relationship with the Supplier, the Supplier shall immediately report this through the usual reporting channels.

The supplier shall implement and apply rules and procedures for enforcement and monitoring to avoid conflicts of interest.

Dealing with insider information

The supplier complies with the regulations on the prevention of insider trading. Insider information is not passed on to third parties or used for own purposes. Insider information is information from listed customers or business partners that is not publicly known and relevant to the stock market price. Examples of such information include planned corporate acquisitions, changes in the company's personnel management, inventions, new products or processes and major orders.

Intellectual property rights

The supplier shall respect know-how, inventions, patents, trademarks, copyrights and other intellectual property rights of third parties, and shall only use such rights if it is entitled to do so. Where advantageous, he shall protect his intellectual property, for example by means of patents. The supplier shall prevent the use, further processing or placing on the market of counterfeits.

IT security/Information security

The Supplier shall protect information in its possession against unauthorized access, damage or falsification or loss and destruction by means of an information security management system (ISMS).

The Supplier undertakes to continuously establish, maintain and further develop information security and cyber security standards and to protect data processed in IT systems in the best possible way, but at least in compliance with the law.

Accounting/Bookkeeping and financial reporting/ Tax returns

The supplier observes the regulations on proper accounting and bookkeeping and duly submits tax returns. Information on business activities and the financial situation is published regularly in accordance with legal requirements.

Export control and customs

The Supplier shall strictly comply with import and export regulations for the movement of goods, services and information. He observes national and foreign restrictions on trade or those concerning payment transactions for individual countries, regions or individuals.

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Quality assurance/Quality management

Supplier shall meet generally accepted quality standards or contractually agreed quality requirements to provide goods and services that continuously meet the needs of FEV and its customers.

The supplier must immediately address with all critical points that could negatively affect the quality of the goods and services. He must inform FEV of changes in the manufacturing or delivery process if these may have an impact on the specifications of goods delivered or services rendered.

Research and development

The supplier undertakes to contribute to the continuous improvement of the environmental compatibility of transport and energy technologies and to support a rapid transformation to climate neutrality. In doing so, its activities shall also aim at securing the supply of people in urban and rural areas in the long term through resilience of passenger and freight transport as well as the generation, storage and distribution of sustainable energy.

Product conformity and safety

The supplier ensures conformity and safety of the project result and product by means of consistently implemented regulations for development activities and by quality assurance measures in the handling of components.

Environmental protection

The supplier shall continuously minimize its environmental impacts and risks and continuously improve environmental protection in its daily business operations. The supplier shall comply with all applicable environmental laws, standards and other regulations. Preference will be given to suppliers who continuously improve their environmental performance and use an environmental management system based on ISO 14001 for this purpose.

Responsible sourcing of raw materials (conflict minerals)

The supplier shall exercise due diligence in the procurement, extraction and handling of tantalum, tin, tungsten, gold (hereinafter referred to as "3TG") and cobalt. The standard of care shall be in accordance with the OECD Due Diligence Guidelines. The Supplier shall reliably identify the origin and source of such materials and ensure that none of these minerals in the products it manufactures directly or indirectly funds armed groups that commit human rights abuses or otherwise directly or indirectly contributes to human rights abuses. To meet these requirements, the supplier has established and implemented monitoring policies and processes.

Resource conservation and energy consumption

The supplier monitors, tracks and documents its consumption of natural resources such as water and raw materials and other energy sources at site and company level. With the data thus obtained, he identifies opportunities for improvement and promotes the minimization of his consumption and the use of renewable energies. Upon request, the data is submitted to FEV.

We expect our supplier to avoid harmful contamination and alteration of soil, water and air, forced clearing and deforestation, and to promote biodiversity and soil quality. The supplier must protect land, forest and water rights.



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Emissions and waste management

The supplier monitors, tracks and documents at site and company level its emissions to air, water and soil from its facilities and transports, as well as the wastewater and solid waste generated as part of its operations. With the data thus obtained, he identifies opportunities for improvement and promotes the minimization of emissions.

The supplier prioritizes its waste management as follows:

Avoidance, reduction, reuse, recycling, energy recovery, thermal disposal without energy recovery and finally landfill/disposal in a safe and environmentally sound manner. The supplier shall design packaging materials to support a circular economy. He shall monitor, track and document the composition of his packaging material to facilitate steps towards a circular economy, e.g. the use of non-composite materials and/or materials for which locally established recycling markets exist.

Responsible chemical management

Responsible chemical management in the form of storage, use, labeling and disposal of toxic or environmentally hazardous substances, etc. shall be carried out exclusively in compliance with the applicable environmental and chemical regulations. The supplier must take at least the following measures for this purpose:

Compliance with all applicable international conventions, in particular the Minamata Convention (use of mercury), the Stockholm Convention (persistent organic pollutants) and the Basel Convention (transboundary movements of hazardous wastes and their disposal).

Labeling environmentally hazardous or toxic substances and their storage, use, and disposal in a manner that prevents spills.

Compliance with SWN 39003 (REACH & RoHS) regulations on banned and restricted substances.

Implementation



Compliance in the supply chain

For FEV, sustainable procurement means paying attention to their impact on the environment and society when selecting products, services and suppliers. We expect our suppliers to comply with the rules and standards stated in this Code of Conduct in their own activities. This includes all activities of the supplier in Germany and abroad, in particular all processes from the extraction of raw materials to the delivery of products or the provision of other services.

Contractual relationship of the supplier with FEV

This Supplier Code of Conduct is based on legal regulations such as the German Supply Chain Sourcing Obligations Act („LkSG“), the principles of the UN Global Compact, the standards of the International Labor Organization (ILO), in particular the Declaration on Fundamental Principles and Rights at Work, and FEV's corporate principles.

In accordance with the requirements of the German Supply Chain Risk Management Act (Lieferkettensorgfaltspflichtengesetz - LkSG), FEV shall perform regular and ad hoc risk analyses with regard to the Supplier. If this results in additional expectations for the Supplier, e.g. due to an increased risk situation, FEV shall notify the Supplier thereof in writing. The Supplier shall then comply with these additional expectations within a reasonable period of time after receipt of the notification. As a rule, the supplier shall provide evidence of the implementation within one year.

Insofar as an adjustment of the Code of Conduct is necessary, e.g. if this is necessary to comply with the requirements of the LkSG or in the event of a need for adjustment due to new findings or assessments within the scope of the risk analysis required by law, the above sentences shall apply accordingly.

Implementation

Supplier's contractual relationship with direct and indirect suppliers

The supplier must ensure that it complies with all applicable laws and regulations in procurement activities.

He is obliged to incorporate and pass on the rules and standards of this Code of Conduct in his supply chain, especially towards suppliers (including service providers) as follows:

- In the business relationship with its suppliers, the supplier shall oblige them to comply with the rules and standards of this Code of Conduct.
- In relation to its indirect suppliers, the supplier shall endeavor to ensure compliance with the rules and standards set out in this Code of Conduct, e.g. by agreeing pass-on clauses with its suppliers.
- The identification of risks within its supply chain in accordance with the requirements of the LkSG by means of regular and event-related (e.g. changed political circumstances concerning its suppliers lead to a changed risk situation) risk analyses shall also be carried out in accor-

dance with this Code of Conduct. After identification, the supplier shall take appropriate measures to avoid or remedy such risks or possible violations of this Code of Conduct. This includes that in case of suspected violations as well as to safeguard supply chains with increased risks, the supplier shall immediately inform FEV about the identified violations and risks as well as the taken and planned measures and shall jointly determine measures with FEV to immediately and permanently eliminate the risks of possible violations of protected goods along the supply chain.

- The supplier shall agree with its suppliers on auditing and information rights that enable it to adequately and effectively monitor compliance with the above obligation, if and to the extent appropriate.

Information obligations of the supplier

The Supplier shall inform FEV in writing on an ad hoc basis and/or upon request and otherwise every two years without being asked about the implementation of its obligations under this Code of Conduct as of the respective last reporting period. The supplier shall inform FEV in writing of any material incidents, in particular violations, substantiated suspicions and difficulties in complying with this Code of Conduct without undue delay after having become aware of them. This notification may be made directly to the responsible purchaser of FEV or openly/anonymously via the established complaint procedure (see also Clause 4).

Upon request, Supplier shall promptly provide FEV in writing with all necessary information reasonably required by FEV to verify compliance with the rules and standards set forth in this Code of Conduct along the supply chain and to verify compliance with Supplier's obligations resulting therefrom. FEV shall give due consideration to the legitimate business interests of the Supplier as well as to data protection aspects.

Auditing at the supplier

FEV may audit the Supplier regularly, at least once a year and, if necessary, more than once a year, for compliance with the obligations under this Code of Conduct. The audit shall be carried out during the Supplier's normal business hours. It does not have to be announced in advance by FEV for the purpose of an effective control. FEV may also have the auditing carried out by a third party company.

The Supplier shall grant FEV access to all documents, business areas and premises relevant for the audit and shall cooperate to the best of its ability. FEV shall give due consideration to the legitimate business interests of the Supplier as well as to data protection aspects and shall be obliged to maintain confidentiality with regard to the subject matter of the audit and the results within the scope of the statutory provisions.

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General duty of cooperation of the supplier

The Supplier undertakes to cooperate with FEV to promptly remedy any violations of this Code of Conduct. This duty to cooperate shall also apply to ensuring and fulfilling its obligation to comply with the rules and standards from this Code of Conduct in its own business area and to comply with these rules and standards as far as possible along its supply chain.

Consequences of non-compliance with this Code of Conduct

The Supplier shall proactively clarify suspected cases of non-compliance with the rules and standards of this Code of Conduct and cooperate fully with FEV. In case of suspected non-compliance, FEV may request information about the facts, e.g. also in case of negative media reports.

If the supplier violates its obligations under this Code of Conduct or if a violation is imminent, appropriate remedial measures must be taken without delay. The aim of the measures must be to ensure the fulfillment of its obligations under this Code of Conduct, to avert or end the violation or at least to minimize its extent.

For this purpose, Supplier shall, to the extent appropriate to the situation, first be given the opportunity

to establish, together with FEV, without undue delay a binding time schedule for averting, terminating or minimizing the violation or risk.

To the extent that the establishment of such a time schedule is obviously unsuitable to avert, terminate or minimize the breach or the risk, FEV may suspend the business relationship until the Supplier has terminated the breach. This shall also apply in the event that such time schedule is not established by Supplier without undue delay or the implementation of the time schedule fails.

The right to terminate with immediate effect for good cause shall accrue to each party independently, provided that the statutory requirements are met, i.e. if the terminating party cannot reasonably be expected to continue the contractual relationship until the next ordinary termination date

In the opinion of FEV, good cause shall be deemed to exist in particular if

- a Supplier commits a breach of its obligations under this Agreement or a breach by Supplier is imminent and Supplier, despite notice from FEV and expiration of a reasonable period of time to perform its obligations, fails to take reasonable remedial action to prevent or end the breach or minimize the extent of the breach and the breach or violation is material or involves a substantial number of instances.
- b the Supplier fails to cooperate in the preparation of a schedule despite a reminder by FEV and the expiration of a reasonable period of time or finally refuses to cooperate.
- c the Supplier fails to implement essential points of a time schedule despite a reminder by FEV and expiration of a reasonable period of time for reasons for which the Supplier is responsible or finally refuses to cooperate.
- d due to the materiality of the breaches of duty by the Supplier a continuation of the contractual relationship is unreasonable for FEV; unreasonableness may exist e.g. in case of a repeated or intentional commission and due to the severity or the large number of breaches. It may also result from the fact that breaches of duty are commit-

Implementation

ted by direct or indirect sub-suppliers of the supplier which are not remedied within a reasonable period of time.

With regard to the consequences of violations of this Code of Conduct for which the Supplier is responsible, the Supplier undertakes to indemnify FEV in particular against fines, penalties and claims of third parties or authorities, in addition to the right to claim damages.

Complaint mechanism

For information on (possible) violations of this Code of Conduct, FEV provides a complaints mechanism at www.safewhistle.info.

The supplier assures to refrain from disadvantageous measures or disciplinary measures against the whistleblower in connection with the processing of a whistleblower.

Liability

With his signature, the Supplier undertakes to recognize and comply with all rules and standards of this Code of Conduct. This obligation applies to all locations of the Supplier as well as to all locations of the Supplier's Affiliated Companies. The Supplier confirms that it has all the necessary powers of attorney to effectively enter into this commitment on behalf of the Affiliated Companies named in this Agreement.

The German version is authoritative.

The Code of Conduct for Suppliers is made available for download on the FEV website www.fev.com in the currently valid version.

Date and signature supplier

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