

# **Enaspol a. s. / Enaspol GmbH**

## **CODE OF CONDUCT**

## 1. Preamble

Enaspol is committed to actively promoting sustainable and responsible conduct. We recognize our responsibility within our organization, towards our customers and suppliers, as well as towards the climate and society. Enaspol is guided by values of integrity and fairness, regardless of whether our activities take place in Czech Republic, Germany or abroad. We endorse initiatives and principles such as the UN Global Compact and the OECD Guidelines and commit to incorporating them into our corporate policies and procedures. Additionally, Enaspol explicitly commits to continuously improving our performance in areas such as occupational safety, security, climate protection, and product responsibility.

We aim to collaborate with our suppliers and customers (hereinafter collectively referred to as "Business Partners") to further develop our sustainability performance within the supply chain. The success of the collaboration between Enaspol and our Business Partners is based on mutual trust, transparency, reliability, and fairness. This Supplier Code of Conduct defines Enaspol's requirements for responsible business practices, human rights and labour standards, environmental protection, and product safety. Enaspol takes responsibility for implementing ethical, social, and ecological standards within our own company and expects our suppliers to adhere to the principles outlined in this Code of Conduct and to appropriately consider them within their own supply chains.

## 2. Responsible Business Practices

### 2.1 Compliance with Laws, Recognized Human Rights, Labour Standards and Guidelines

Our Business Partners commit to complying with all applicable national laws and relevant internationally recognized norms, guidelines, and principles in all business actions and decisions. This includes principles outlined in the UN Global Compact, the Universal Declaration of Human Rights, United Nations conventions, International Labour Organization (ILO) core labour standards, OECD Guidelines for Multinational Enterprises, and UN Guiding Principles on Business and Human Rights. Compliance with this Code of Conduct and applicable norms and standards must not be circumvented by side agreements such as deviating contractual arrangements or similar measures.

In cases where national and international regulations are inconsistent, the Business Partner shall adhere to the standard that provides greater protection for those affected.

### 2.2 Prevention of Corruption

Business Partners commit to complying with international and local anti-corruption laws and standards. In dealings with Business Partners (customers, suppliers) and government institutions, the interests of the company and the private interests of employees on both sides are strictly separated. Actions and decisions are made free from extraneous considerations and personal interests.

### 2.3 Antitrust and Competition Law

Our Business Partners shall ensure compliance with relevant national and international antitrust laws and laws against unfair competition, including price or condition agreements with competitors or other forms of

anticompetitive agreements, particularly agreements with competitors aimed at covert market or customer division.

## 2.4 Privacy and Data Protection

Business Partners commit to complying with the provisions of applicable data protection laws. Personal data may only be collected, processed, or used to the extent necessary for specified and legally permissible purposes. The use of such data must be transparent to the data subject (the person to whom the data refers); the Business Partner commits to complying with all laws governing the disclosure and reporting of personal data, as well as the revocation of consent for use, blocking, and deletion of personal data. Furthermore, the Business Partner respects individuals in a manner consistent with the right to privacy and ensures not to interfere unlawfully and/or arbitrarily with a person's privacy.

## 2.5 Export and Import

Business Partners commit to complying with applicable import and export laws, particularly with respect to compliance with regulatory sanctions, embargoes, and other relevant laws, regulations, state, and national guidelines governing the transfer, provision, or delivery of goods and/or technology.

## 2.6 Prohibition of Child Labour

Exploitation of children and adolescents in any form cannot be tolerated. Our Business Partners are expected to eliminate any form of child labour in their operational processes. Additionally, Business Partners must adhere to the minimum age for employment. Where national law imposes stricter criteria for regulating child labour or the minimum age for employment, such law shall take precedence.

## 2.7 Prohibition of Forced Labor and Any Other Form of Modern Slavery

No form of forced and/or compulsory labour may be tolerated. This means that Business Partners must not impose any form of involuntary employment or employment under threat of penalties or other sanctions, including mandatory overtime, work obligations, forced labour of prisoners, slavery, or debt bondage. Furthermore, the Business Partner hereby commits to take measures to eliminate forced labour or any form of modern slavery.

## 2.8 Occupational Health and Safety

A central business objective of Enaspol is to prevent workplace accidents and work-related illnesses. Our constant goal is to ensure the well-being and satisfaction of employees, which also contributes to the success of our company. Therefore, we expect Business Partners to ensure a safe, healthy, and hygienic working environment and to take necessary measures to prevent all forms of work-related accidents and health impairments. As part of these efforts, Business Partners commit to compliance with internationally recognized occupational safety standards. Furthermore, Business Partners are expected to promote continuous improvement of the work environment and prioritize safety-related training for employees.

## 2.9 Freedom of Association and Right to Collective Bargaining

Business Partners ensure that the fundamental rights of their employees to freedom of association and the right to collective bargaining are preserved within the framework of national laws. Business Partners maintain an open attitude towards the activities of trade unions and their organizational activities. Employee

representatives are not discriminated against and have access to exercise their representative functions in the workplace.

In cases where national laws restrict the rights to freedom of association or the right to collective bargaining, Business Partners shall respect and recognize alternative forms of workers' representation.

## 2.10 Equal Treatment

Enaspol expects all its Business Partners and suppliers to integrate equal treatment of all employees as a central principle in their corporate policy (including with regards to recruitment, remuneration, benefits, promotion and termination of employment). The Business Partner must therefore eliminate and prevent any form of discrimination based on (but not limited to) ethnic, national or social origin, skin colour, gender, age, religion, ideology, political orientation and/or activity, membership in a trade union or employee representative body, disability, sexual identity or orientation or other personal characteristics or preferences. The Business Partner shall promote equal opportunities in employment and ensure that the applicable statutory provisions are always complied with. Equal treatment also includes equal pay for work of equal value.

## 2.11 Remuneration and Social Benefits

Each Business Partner shall ensure that the wages it pays its employees are appropriate.

The appropriate wage is at least the applicable statutory minimum wage or the minimum wage specified for the industrial sector. In addition, the Business Partner shall provide its employees with social benefits that comply with the applicable national or local standards. In any case, wages should always be sufficient to meet basic needs and provide a certain amount of disposable income. Wages are paid on time and written and understandable information about wages is provided.

## 2.12 Environmental impacts that may have negative consequences for certain human rights

Business Partners undertake to avoid harmful soil changes, air, noise and water pollution, harmful noise emissions or excessive water consumption that could impair the resources required for the preservation and production of food, as well as actions that impede access to drinking water and sanitary facilities or damage the health of individuals.

## 2.13 Land Rights

When acquiring, developing or using land, Business Partners shall ensure that the prohibition of unlawful clearance and withdrawal of land, forests and waters is observed, in particular if their use secures the livelihood of a person.

## 2.14 Limitation of Working Hours

The working time structures introduced by each Business Partner must comply with the applicable national laws, industry standards and the relevant ILO conventions.

## 2.15 Regular Employment

Business Partners shall ensure that work is performed on the basis of a recognized employment relationship established by national laws and practices. Obligations arising from the regular employment relationship may not be circumvented through the use of other types of contractual arrangements.

## 2.16 Prohibition of Harassment or Inhumane Treatment

Business Partners shall ensure that measures are implemented to prevent physical abuse or discipline, threats of physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation.

## 2.17 Disciplinary Measures and Treatment of Employees

Enaspol expects its Business Partners to treat their employees with dignity and respect. Sanctions, fines, other penalties or disciplinary measures may only be imposed in strict compliance with applicable national and international laws and standards as well as internationally recognized human rights. Business Partners shall ensure that no employee is subjected to verbal, psychological, sexual and/or physical violence, coercion or harassment. Deduction of wages as a disciplinary measure is not permitted.

## 2.18 Local Communities and Indigenous People

Business Partners act responsibly in the local community, respect the concerns of local residents and ensure healthy and safe living conditions. Each Business Partner should respect the rights of indigenous peoples to the land, territories and resources that they have traditionally owned, occupied or otherwise used or acquired.

## 2.10 Workers' access to adequate food, clothing, water and sanitation in the workplace

Business Partners shall not restrict access to adequate food, clothing, water and sanitation in the workplace. If the company provides housing, the Business Partner shall ensure access to adequate housing.

# 3 Environmental Protection

## 3.1 Environmental and Climate Protection

Protecting the environment and climate is an integral part of Enaspol's company policy. We expect our Business Partners to take appropriate measures to reduce the climate-related impacts of their operations, actively engage in climate and environmental protection in line with internationally recognized standards and legal requirements, and continuously improve the effectiveness of their efforts. This includes minimizing emissions and waste while continuously increasing resource efficiency. Our Business Partners should implement suitable and demonstrable measures and establish effective management systems to ensure climate protection. We expect them to promote the safe and environmentally friendly development, manufacturing, packaging, and transportation of their products.

## 3.2 Waste and Emissions

We require our Business Partners to maintain procedures and systems that ensure the safe handling, transportation, storage, recycling, reuse, and management of raw materials, other business materials, and waste. Our Business Partners commit to minimizing waste generation and disposal, as well as any form of

material release or emission into the air, water, and/or soil that could have negative impacts on human health, ecosystems, and/or the climate. Additionally, they must ensure proper handling and treatment of all business materials and waste before they enter the environment if unavoidable. Our Business Partners are obligated to prevent or minimize the unintentional release, emission, and/or leakage of hazardous substances into the environment by introducing and actively maintaining appropriate procedures and systems. Furthermore, we expect our Business Partners to implement and maintain procedures and systems that continuously and sustainably optimize their consumption of all relevant resources such as energy, water, and raw materials.

### 3.3 Compliance with Specific Environmental Conventions (where applicable)

Where applicable, we urge our Business Partners to ensure compliance with prohibitions related to the use and manufacture of mercury and the treatment of mercury waste according to the Minamata Convention, the prohibition of the production and use of chemicals and the handling, collection, storage, and disposal of waste in an environmentally unsound manner according to the Stockholm Convention, and finally, the prohibition of the export and import of hazardous waste according to the Basel Convention.

### 3.4 Process Safety

We require our Business Partners to implement and maintain a formal management system to control their business processes in accordance with recognized safety standards. If necessary, partners should conduct site- and/or facility-specific risk assessments. Partners must take appropriate measures to prevent incidents at all their locations and facilities, such as (but not limited to) chemical emissions and/or explosions.

## 4 Product Responsibility

### 4.1 Product Safety

Enaspol requires that our Business Partners comply with all relevant country- and state-specific laws and regulations regarding product safety. Additionally, each Business Partner must provide all relevant product information, particularly regarding composition, use (including processing instructions, installation guidelines, and safety measures), and, if applicable, disposal of their products in a timely manner before product delivery or service provision. Furthermore, the Business Partners commit to providing our company with complete documentation regarding the legal compliance of the products and services provided, including (but not limited to) safety data sheets and product labelling regulations.

### 4.2 Clinical Studies and Animal Welfare

We expect our Business Partners to conduct no clinical studies and product testing on animals. If these are unavoidable, they should be conducted in accordance with international guidelines and all applicable national and local regulations. Regarding product testing on animals, Business Partners should primarily apply the 3R principle: Replace, Reduce, Refine.

### 4.3 Conflict Minerals (where relevant)

Our Business Partners should ensure that no products delivered to us contain metallic elements whose ores and/or derivatives originate from a conflict region where they may contribute to the direct or indirect financing or support of armed groups and/or contribute to human rights violations. Compliance with the

OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (OECD DDG) and other applicable regulations, such as the EU Conflict Minerals Regulation, is expected from our Business Partners.

## 5. Implementation and Monitoring

Enaspol is committed to actively promoting compliance with this Code of Conduct among our Business Partners. We will work collaboratively with our suppliers and customers to provide guidance, support, and resources to help them meet our expectations for responsible business practices, human rights and labour standards, environmental protection, and product safety.

We reserve the right to assess the performance of our Business Partners against the requirements of this Code of Conduct through audits, inspections, and other monitoring mechanisms. Non-compliance with this Code of Conduct may result in corrective actions, including termination of the business relationship.

## 6. Reporting Violations

Business Partners are encouraged to report any violations of this Code of Conduct to Enaspol through the appropriate channels. We will investigate all reported violations promptly and take appropriate action to address them.

## 7. Review and Revision

This Code of Conduct will be reviewed and updated periodically to ensure its continued effectiveness and relevance. Enaspol reserves the right to revise the Code of Conduct at any time to reflect changes in laws, regulations, industry standards, or business practices.

