

## Niederrhein-Gold Code of Conduct

The below social and ecological minimum standards are very important to us, Niederrhein-Gold Tersteegen GmbH & Co. KG (“Niederrhein-Gold” or “we”), and all our business partners are obliged to observe these standards. These minimum requirements are part of each contract we conclude and they are based on both national and international guidelines and principles.<sup>1</sup>

Niederrhein-Gold believes it is an important pillar of its corporate culture to introduce and fulfil social and environmental duties to care according to our customers’ requests or in compliance with valid national and international laws (e.g. the German Act on Corporate Due Diligence Obligations in Supply Chains [LkSG] and the Corporate Sustainability Due Diligence Directive [CSDDD]); such duties apply to the entire supply and value chain, of course. We do not accept any forms of human and labour rights violations or environmental pollution up and down the supply and value chain. This means that we all have to avoid the following risks:

### Risks related to human rights

#### No children working under the admissible minimum age; worst forms of child labour for children under the age of 18

When manufacturing goods or performing services for Niederrhein-Gold, child labour as defined by the ILO and United Nations conventions, the international standard SA8000, similar standards or national regulations is prohibited if the relevant children are younger than 18. Violations of this prohibition are to be remedied by documented strategies and procedures; the schooling of the children is to be supported adequately. Adolescents (teenagers) who are at least 15 years but not yet 18 years old in accordance with the definition of the international standard SA8000 or similar standards may be employed outside of the school time, provided that this is admissible under national laws. Adolescents (teenagers) must not work night shifts.

#### Forced labour, modern slavery and disciplinary measures

All forms of forced labour are prohibited. The use of corporal punishment, coercing mental or physical compulsion and defamatory verbal abuse is prohibited. The ILO defines “forced or compulsory labour”

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<sup>1</sup> Our guiding principles regarding our corporate social and environmental responsibility is partially based on the following: the International Bill of Human Rights; the UN Guiding Principles on Business and Human Rights; the Core Labour Standards of the International Labour Organization (ILO); the UN Convention on the Rights of the Child; the UN Convention on the Elimination of All Forms of Discrimination Against Women; the UN Women Empowerment Principles; the Paris Agreement on Climate Change; the Minamata Convention; the Stockholm Convention; the Basel Convention; the Ten Principles of the UN Global Compact (UNGC); The Accountability Framework Core Principles and the amfori BSCI and BEPI Code of Conduct.

as any type of work or service requested from a person under threat of penalty which said person did not voluntarily offer to perform. All business partners must refrain from applying any form of modern slavery and other practices similar to slavery, and they must actively advocate the elimination of such practices. Furthermore, all business partners must accept and respect the employees' right of termination. Disciplinary measures may only be taken to the extent this is admissible pursuant to national laws and internationally recognised human rights. We prohibit all inappropriate disciplinary measures, including, without limitation, the refusal to pay wages, salaries or social benefits, confiscation of (identity) documents and bans on leaving the workplace or production premises.

### **Disregard for occupational health and safety**

Health and safety conditions at the workplace must be ensured. Conditions at the workplace and in operational facilities and working conditions violating basic human rights are prohibited. Adolescents (teenagers) in particular shall not be exposed to hazardous, unsafe or unhealthy conditions that endanger their health and development. All business partners must take measures to prevent excessive physical and mental fatigue among their employees. The employees shall be regularly trained in the field of occupational health and safety. Our business partners and their employees must also meet relevant fire protection and emergency care requirements, including regular plant and equipment checks. All workplaces have to be in a sufficiently clean state. If a business partner provides their employees with accommodation, the above requirements apply accordingly to such accommodation. Compliance with health and safety requirements is to be monitored by an authorised person.

### **Disregard for freedom of association (trade unions)**

The rights of the employees to found and join labour organisations and the rights to carry on collective bargaining in accordance with the respective national laws and provisions and/or the ILO conventions must not be restricted. The employees must not be discriminated against because of exercising these rights.

### **Unequal treatment**

All business partners are obliged to ensure that all employees are treated equally in their professional environment and that they have equal opportunities; additionally, all partners refrain from all forms of discrimination. Business partners must not discriminate against or disadvantage any employees based on their age, disability, ethnic origin, marital status, gender, skin colour, membership of employee organisations, nationality, political convictions, religious beliefs or ideology, sexual orientation, state of

health, social background, other personal characteristics or other objectively unjustified circumstances;  
this includes the prohibition of unequal pay for work of equal value.

### **Refusal to pay appropriate wages**

The national applicable provisions under labour law are to be complied with. The wages and other benefits must correspond at least to the legal provisions and/or the standards agreed upon in collective wage agreements. The wages and other benefits are to be clearly defined and to be paid and/or provided regularly. The aim is that the payment of wages and other benefits cover the cost of living where the legal minimum wages are too low. Deductions for benefits in kind are admissible only to a minor extent and only in a reasonable proportion to the value of the benefit in kind. Business partners are obliged to pay the statutory social benefits and other benefits to which their employees are entitled under national law (e.g. insurance benefits, overtime pay and paid leave). Obligations resulting from the employment relationship must be recorded in writing and all employees must be provided with an employment contract copy. As a general rule, business partners do not appropriate any work equipment, unless this is permitted under the relevant national laws or collective agreements.

The regular maximum working time and rest time are based on the national legal provisions, unless the ILO and/or OECD guidelines provide for lower working times.

### **Eviction and/or compulsory expropriation**

Individuals must not be illegally evicted from their home/land or be illegally and forcefully expropriated of their land, forests and waters if such land, forests and waters represent the basis of their lives.

### **Private and/or public security forces**

Business partners must not employ private and/or public security forces to protect a project and/or site(s) if such security forces ignore the prohibition of torture and cruel, inhuman or degrading treatment, cause injuries to life, limb or health and/or interfere with the freedom of association and union for the mere fact that our business partners failed to give clear instructions and/or exercise sufficient control.

## **Corruption**

We do not accept any type of corruption up and down the supply chain. We define "corruption" as the abuse of a position of trust where a person is granted unjustified immaterial/material advantages to which this person has no legal claim for the purpose of obtaining unjustified advantages for themselves or their customer or that of thanking others for such unjustified advantages. We expect our business partners to take action against corruption up and down the supply chain.

## **Risks related to the environment**

### **Causing harmful soil change, water pollution, air pollution, harmful noise emissions or excessive water consumption**

We request all our business partners to support our efforts to improve the environment and to prevent any form of harmful soil changes, water pollution, air pollution, harmful noise emissions or excessive water consumption. We give preference to suppliers who implemented an environmental management system (DIN EN ISO 14001) and an energy management system (DIN EN ISO 50001) in their processes to save energy and considerably reduce greenhouse gases. The environmental and safety-related regulations regarding waste treatment, handling of chemicals and other hazardous materials or substances must be complied with. The employees are to be trained in the field of handling hazardous materials and substances and evidence of such training courses is to be provided. The business partners have to comply with valid national and international environmental protection laws and regulations and observe all prohibitions based on the above environmental conventions<sup>2</sup> with regard to mercury, persistent organic pollutants and hazardous waste.

## **Measures to comply with the code of conduct**

### **Operational implementation**

The implementation and monitoring of the aforementioned social and ecological standards is to be achieved by an internal strategy of social responsibility and by a corresponding internal procedure. An internal reporting system is to be established for violations of these social and ecological standards. Reporting employees must not be discriminated against or disadvantaged because of reporting.

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<sup>2</sup> See footnote on the first page.

## Remedial and preventive measures

If business partners believe that imminent or ongoing violations of the Code of Conduct in their own business areas or in their supply chains occurred, they shall make all reasonable efforts to put and end to or prevent such violations as quickly as possible.

In these cases, we want to jointly develop and implement a concept to put an end to violations of our requirements. We also want to work together with our business partners to gradually develop and implement preventive measures.

If our business partners have reason to believe that our Code of Conduct has possibly or actually been violated, we expect them to notify us accordingly. For this purpose, our business partners and other stakeholders may use our complaints submission procedure, which complies with the requirements of the German Act on the Protection of Whistleblowers (*HinSchG*) and is available at [www.niederrhein-gold.de](http://www.niederrhein-gold.de).

## Monitoring

Niederrhein-Gold's business partners agree that Niederrhein-Gold themselves or an independent auditor commissioned by Niederrhein-Gold may check and review Code of Conduct implementation at any time.

Our business partners are also required to provide us, to a reasonable extent and upon request, with all necessary information on environmental, social and governance (**ESG**) issues and to allow for unannounced on-site visits at the business partners' premises, if necessary. Niederrhein-Gold reserves the right to commission a third party who is bound by confidentiality for the purpose of reviewing our Code of Conduct in the form of an audit. It goes without saying that the business partners' trade and business secrets will be protected.

## Termination

Violations of the Code of Conduct give Niederrhein-Gold a right to set a reasonable grace period for the business partner to remedy the violation. If remediation fails or if the Code of Conduct is repeatedly violated, Niederrhein-Gold may terminate the contract for cause. We are not obliged to set such grace period in the event of a serious violations. In this case, Niederrhein-Gold is entitled to claim compensation for any damage we incurred.