

Supplier Code of Conduct

Preamble

Webasto SE and its affiliated subsidiaries, i.e., entities which are directly or indirectly majority owned (> 50 % shareholding) by Webasto SE, ("**Webasto**") commit itself to integrity, ethical conduct and compliance throughout its global business activities. Webasto's internal code of conduct ("**COC**") establishes standards to ensure a compliant, safe, respectful and environmentally responsible working environment.

Any contractual partner providing services and/or goods to Webasto ("**Supplier(s)**") is integral to our success and its behavior reflects directly on Webasto. Webasto relies on its sustainable, cooperative and trustful relationships with its Suppliers. Webasto seeks to partner only with Suppliers sharing our core values and intends to improve Webasto's sustainability performance through continuous development of the Suppliers and a consistent management of Suppliers and their sub-suppliers. Therefore, Webasto requests the Suppliers to accept all regulations set forth in this supplier code of conduct for Webasto Suppliers ("**SCOC**").

This SCOC establishes minimum standards to which Webasto expects each of its Suppliers to commit to. The SCOC is based on the COC while reflecting additional requirements such as ethical, environmental and social criteria being crucial for the selection of a new Supplier as well as the listing of an already selected Supplier. Webasto expects its Suppliers as well as their respective employees, subcontractors and sub-suppliers to ensure that the requirements of this SCOC are met within their supply chains.

It is mandatory for Webasto to being able to regularly assess, either directly or indirectly by a third party, the Supplier's social and environmental performance. This assessment will cover the environment, labor practices, fair business practices and sustainable procurement. It as well will be used for the risk identification and as well for the selection of sites to be audited. The Supplier hereby agrees to such assessments.

This SCOC may have provisions superseded by local laws or regulations applicable in its origin. Supplier agreements are governed by contractual terms and conditions, however in the event of conflict between this SCOC and the terms and conditions of any contract, the obligations set forth in this SCOC will govern unless explicitly stated otherwise in the contractual agreement. Webasto wishes to establish and maintain a relationship with the Supplier who demonstrate a firm commitment to this SCOC and reserves the right to terminate any contract or agreement where a Supplier is determined by Webasto to have violated any section or provision of the SCOC.

Webasto expects you as our Supplier to become familiar with the SCOC and to consider it in your daily work as both of our excellent reputations depend also on our business integrity.

May 2023

Table of content

1.	Social principles.....	3
1.1	Human rights	3
1.2	Freedom of association and right to collective bargaining	3
1.3	No forced or compulsory labor	3
1.4	No child labor	4
1.5	Working hours and compensation	4
1.6	Non-discrimination, non-harassment	5
1.7	Diversity, equity and inclusion	5
1.8	Occupational health and safety	5
1.9	Deployment of public and private security forces	6
1.10	Protection of land, water and forest rights, prohibition of unlawful forced eviction, respect of minorities and indigenous people	6
1.11	Protection of human rights defenders	7
2.	Environmental principles	7
2.1	Environmental protection, energy reduction and natural resource protection.....	7
2.2	Green materials, conservation of resources, reuse and recycling	7
2.3	Substances with restriction and CO ² emissions.....	8
2.4	Material itemization	8
2.5	Conflict minerals	8
2.6	Ecosystems, biodiversity and water protection	9
2.7	Hazardous substances and waste	9
3.	Business ethic principles	9
3.1	Anti-Corruption, anti-bribery and anti-money laundering.....	9
3.2	Anti-competitive behavior	10
3.3	Confidentiality	10
3.4	Privacy and intellectual property.....	10
3.5	Artificial Intelligence.....	10
3.6	Sanctions	10
4.	General principles.....	10
5.	Reporting and measures	10
6.	Audit.....	11
7.	Commercial flow-down	11

1. Social principles

Suppliers shall ensure compliance within their corporation and within their supply chain with the following social principles provisions of this SCOC in all their business dealings. The Supplier undertakes, insofar as it supplies products or provides services for Webasto in whose value chain potentially negative impacts on human rights are to be feared, to have established processes for human rights due diligence (e.g., human rights due diligence process) in its corporation and to take systematic and appropriate due diligence measures in connection with human rights on the basis of this. The national due diligence laws applicable to the Supplier, such as the German Act on Corporate Due Diligence Obligations in Supply Chains (“**SCDDA**”) of July 16, 2021, and the requirements of the UN Guiding Principles on Business and Human Rights (hereinafter referred to as the “**UN Guiding Principles**”) as well as the relevant OECD Guidelines and Principles are decisive in this regard. According to the aforementioned due diligence acts, the Supplier shapes the appropriateness and scope of these measures according to the size and turnover of its company, the type and origin of the product or service and the raw materials contained therein, in particular according to the associated risks.

1.1 Human rights

The Supplier commits to respect human rights in all of its business operations, including in geographical areas where human rights are not yet sufficiently protected. The Supplier agrees to work towards preventing situations of complicity or acts of collusion concerning fundamental human rights violations. The Supplier undertakes to fulfil its responsibility toward respecting human rights throughout its entire supply chain. In particular, the Supplier undertakes to comply with the UN Universal Declaration of Human Rights, 1948, with the SCDDA and the UN Guiding Principles and with the relevant OECD Guidelines and Principles.

1.2 Freedom of association and right to collective bargaining

In compliance with applicable local laws, the Supplier shall acknowledge the global right of all workers to form and join trade unions of their own choice and undertakes to ensure that union independence and pluralism are maintained. The Supplier commits to promote collective bargaining collectively. The Supplier further commits to protect union members and leaders as well as to refrain from all forms of anti-union discrimination. The Supplier undertakes to comply with the rules, especially but not limited to, as follows (“**Rules**”):

- ILO Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87),
- ILO Right to Organize and Collective Bargaining Convention, 1949 (No. 98),
- Art. 22 of the International Covenant of 19 December 1966 on Civil and Political Rights and Art. 8 of the International Covenant of 19 December 1966 on Economic, Social and Cultural Rights, and
- ILO Workers’ Representatives Convention, 1971 (No. 135).

The Supplier shall inform its employees about the relevant rights arising from the Rules.

The Supplier shall train its managers in such a way that the rights arising from the Rules are applied without restrictions. In addition, clear rules and framework conditions for collective bargaining shall be established or alternative procedures established if these rights are not guaranteed by law. These additional rules must as well apply to all workers.

1.3 No forced or compulsory labor

The Supplier shall not use forced, bonded or indentured labor, involuntary or exploitative prison labor, slavery, slavery-like practices, servitude or other forms of domination or oppression in the workplace environment, such as through extreme economic or sexual exploitation and humiliation, or trafficking of persons. The Supplier shall not implement any kind or form of unreasonable restrictions on the worker’s freedom of movement in the working facilities. Each worker shall be provided with a record of the essential employment conditions agreed upon in either the respective native language or another language chosen between the parties. No financial burden may be imposed on workers by withholding wages or expenses or charging fees in the recruitment process. The Supplier shall not restrict the movement of its workers by

withholding identification documents or taking other measures against the workers' will. In particular, Supplier undertakes to comply with the following rules:

- ILO Forced Labor Convention, 1930 (No 29),
- ILO Abolition of Forced Labor Convention, 1957 (No. 105),
- ILO Worst Forms of Child Labor Convention, 1999 (No. 182), and
- ILO Protocol to the Forced Labor Convention (1930) of 2014.

The Supplier shall have clear policies that set out implementation procedures for recruitment, promotion and termination. The Supplier shall also outline how it monitors its labor and recruitment practices both within the company itself and with third parties, such as employment agencies and recruiters, and how it keeps appropriate records. Working conditions and employment contracts should be clearly documented in writing.

1.4 No child labor

The Supplier guarantees that child labor will not be tolerated under any circumstances within his company and towards its suppliers in the supply chain. The Supplier commits itself to help eliminate child labor throughout the world, i.e. any person under the age for completing compulsory education, under the minimum age for employment in the country, or under the age 15, whichever is higher. Any person older than the minimum legal age for employment, but younger than 18 years of age, shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Especially but not limited to, Supplier undertakes to check the age data of employees and applicants for this purpose and to comply with the rules as follows:

- ILO Minimum Age Convention, 1973 (No. 138),
- UN Convention on the Rights of the Child, 1989, and
- ILO Worst Forms of Child Labor Convention, 1999 (No. 182).

In a separate policy, the Supplier shall prohibit child labor in accordance with the aforementioned rules within their own operations and supply chains. The Supplier shall integrate this requirement into legally binding contracts and agreements.

If the Supplier identifies child labor in its operations, the Supplier shall not only remove the children from employment, but also ensure that adequate remedial measures are taken, such as enrolment in an appropriate education program.

1.5 Working hours and compensation

The Supplier commits to implement procedures where working hours are not to exceed the maximum hours, minimum breaks and rest periods set by local law or set by industry standards, whichever sets the higher level of protection. The Supplier undertakes to compensation paid to workers compliant with all applicable wage & benefit laws, overtime hours and legally mandated benefits. Workers shall be provided with a wage statement that includes sufficient detailed information for each pay period to verify the correct compensation for the work performed. In particular, the Supplier undertakes to comply with the following rules:

- ILO Hours of Work (Industry) Convention, 1919 (No. 1),
- ILO Hours of Work (Commerce and Offices) Convention, 1930 (No. 30),
- ILO Equal Remuneration Convention, 1951 (No. 100), and
- ILO Part-Time Work Convention, 1994 (No. 175).

Wages and benefits shall be reviewed regularly to determine whether they provide an adequate standard of living, taking into account a wage for full-time employment. They shall be agreed in negotiations with trade unions or through alternative forms of participation.

The Supplier shall support in industry initiatives wages and benefits that exceed the legal minimum.

1.6 Non-discrimination, non-harassment

The Supplier shall not establish or entertain or engage in any discrimination and/or harassment based on race, color, ethnic origin, gender, gender identity, religion or belief, age, disability, pregnancy, parenthood, marital status, political affiliation and sexual orientation while ensuring equal treatment. The principle of equal pay for work of equal value regardless of gender must apply. The Supplier must guarantee equal opportunities in the workplace and prohibit all forms of discrimination and harassment and follow the respective applicable laws in this regard, including, but not limited to, women's rights. The Supplier must adopt appropriate regulations and clearly communicate them to all employees. Measures must also be taken to put an immediate end to specific incidents of discrimination and harassment and to protect those affected. In particular, the Supplier undertakes to comply with the following rules:

- ILO Equal Remuneration Convention, 1951 (No.100),
- ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111),
- UN International Covenant on Civil and Political Rights, 1966, and
- UN International Covenant on Economic, Social, and Cultural Rights, 1966.

The Supplier shall ensure that the managers and employees are adequately trained to recognize and prevent discrimination and harassment, especially in personnel decisions. All employees should be regularly sensitized to discrimination and harassment and steps for reporting violations should be explained, e.g. in the form of training.

1.7 Diversity, equity and inclusion

The Supplier shall be committed to support diverse skills and experiences of all of its employees globally without their differences or similarities. The Supplier undertakes to provide a work environment for its employees that promotes equity, fairness and respect for social and cultural diversity, inclusion all being free of unlawful discrimination, harassment and disparagement as set out by the applicable laws. The Supplier further commits to being an equal opportunity employer with all actions, duties and engagements carried out on the basis of performance and ability. Especially but not limited to, the Supplier undertakes to comply with the rules as follows:

- ILO Indigenous and Tribal Peoples Convention, 1989 (No. 169),
- UN Declaration on the Rights of Indigenous Peoples, 2007, and
- International Code of Conduct for Private Security Service Providers, 2010.

1.8 Occupational health and safety

The Supplier supports the concept that a safe and healthy work environment enhances not only the quality of products and services but also sustains the consistency of production as well as the workers' retention and morale. Therefore, the Supplier commits to apply effective occupational health and safety policies involving employees at all levels of responsibility within the company as well as labor and management representatives.

That includes in particular to implement and operate a recognized and certified occupational health and safety management system (e.g. according to ISO 45001 or OHSAS 18001) at work to minimize workers' potential for exposure to health and safety hazards by means of identification – including, but not limited to, noise tests –, assessment and controls, preventative maintenance and safe work procedures up to ongoing safety trainings and to provide evidence of this to Webasto upon request by submitting a corresponding certificate. The Supplier shall identify, assess and minimize any kind of impact of potential emergency situations and undertakes to implement appropriate emergency preparedness plans including trainings and drills respectively. Furthermore, the Supplier undertakes to oblige with all applicable regulations by local laws regarding in particular occupational injury and illness, industrial hygiene, machine safeguarding, sanitation, food and housing, especially but not limited to the rule as follows:

- ILO Occupational Safety and Health Convention, 1981 (No. 155) and
- ILO Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187).

The Supplier shall support continuous development to improve the working environment with the aim of having no work-related accidents and illnesses. The Supplier shall have policies and guidelines on occupational health and safety and promote a preventive approach where occupational accidents and illness are fundamentally preventable.

The Supplier shall conduct regular inspections to ensure worker safety, set ambitious targets for accident rates, fatalities and lost days, and report on their progress on an annual basis. The Supplier shall document all health and safety training of its workers and provide them with access to health services. Appropriate measures may include on-site clinics or a referral system to external health care providers.

1.9 Deployment of public and private security forces

If the Supplier uses its own security forces to protect its operations or commissions private security service providers, it must ensure that they respect internationally recognized human rights. The Supplier may not contract private security service providers or use public security forces if they disregard human rights.

The Supplier shall actively promote the voluntary principles on security and human rights to ensure that security forces are deployed in a manner that respects human rights. To this end, the Supplier should carry out appropriate checks, e.g. background checks for security forces to be deployed, in order to be able to exclude their possible links to human rights violations.

The Supplier shall conduct training on human rights compliance with all recruited security personnel to be observed in the performance of their duties.

The Supplier shall remedy adverse human rights impacts caused by private or public security forces in the context of a cooperation and work with affected persons or their representation to avoid recurrence.

1.10 Protection of land, water and forest rights, prohibition of unlawful forced eviction, respect of minorities and indigenous people

The Supplier shall respect land, forest and water rights and undertakes not to unlawfully execute evictions or forced evictions and not to unlawfully take land, forests and/or waters. The Supplier agrees to respect the rights of minorities, local communities and indigenous peoples, in particular in case they may be affected by the Supplier's operations at its sites and to consider the local impacts of its business activities. In particular, the Supplier shall take appropriate measures to avoid potentially harmful impacts on the health, safety and livelihoods of minorities, local communities and/or indigenous peoples. The Supplier shall neither unlawfully force the resettlement of minorities, local communities and/or indigenous peoples nor unlawfully contribute to their involuntary resettlement.

The Supplier must respect the principles of free, prior and informed consent of indigenous peoples in its activities as defined in ILO Convention No. 169 on Indigenous and Tribal Peoples in Independent Countries and respect the rights of indigenous peoples and their social and cultural heritage, as well as their environmental and economic interests. This includes their connection with the land, forest and/or water including its management, and with other natural resources. In particular, the Supplier undertakes to comply with the following rules:

- Indigenous and Tribal Peoples Convention, 1989 (No. 169).

If resettlement is necessary, all adverse social and economic impacts shall be minimized and compensated with the aim of restoring the previous living conditions. The Supplier shall establish a zero-tolerance policy towards land, forest and/or water grabbing within its supply chain. In addition, the Supplier shall establish remedial measures for land, forest and/or water misappropriated in the past.

The Supplier shall ensure inclusion and cultural appropriateness in all activities and communications with local communities. The Supplier shall communicate transparently and document all interactions with local communities, in particular, but not limited to minorities and indigenous people.

1.11 Protection of human rights defenders

Where potential risks to human rights defenders arise in connection with the value creation processes of products or services, the Supplier must oppose all forms of intimidation, threats, discrimination, harassment, defamation and criminalization of human rights defenders and must demand the same from its sub-suppliers.

2. Environmental principles

The Supplier shall ensure compliance with the environmental principles as set out in this SCOC. The Supplier in particular must take a systematic approach to protecting the environment, including, but not limited to, considering biodiversity, minimizing land use, refraining from deforestation as well as striving to protect water quality, minimize water consumption and improve water management. Suppliers of production materials must establish an environmental management system and a system to minimize waste of material, goods and energy. The Supplier shall strive to improve its energy performance and strive to reduce its energy consumption. Supplier shall, wherever possible and feasible, prefer renewable energy resources, e.g., 100% green electricity from solar, wind, hydro, tidal, geothermal and/or biomass, over other non-renewable energy sources, e.g., fossil energy sources. The Supplier must regularly review these systems and ensure that opportunities and risks, ambitions and targets are kept up to date and that competent employees operate the system.

2.1 Environmental protection, energy reduction and natural resource protection

Webasto respects and undertakes environmental responsibility as an integral part of producing top class products. Therefore, Webasto expects from its Suppliers the same level of scrutiny and responsibility in their business operations.

The Supplier undertakes to implement, maintain and continuously improve the management of its business operations sites and facilities regarding environmental protection, responsible environmental energy reduction, natural resources and any possible respective adverse effects. The Supplier must ensure that its production processes and all materials and substances used in its production as well as prefabricated products comply with the respective applicable environmental regulations as well as with environmental standards that go beyond or supplement them. The Supplier must also systematically identify environment-related risks for its own production and its supply chain and take appropriate measures to prevent or, if this is demonstrably not possible, minimize any environmental hazards and potentially resulting environmental damage in accordance with the precautionary principle.

The Supplier shall obtain, maintain, keep current and archive all environmental permits, approvals, certifications and registrations required by applicable local laws as well as follow respective applicable reporting procedures.

2.2 Green materials, conservation of resources, reuse and recycling

Webasto expects its Suppliers to use resources such as energy, raw materials, and water responsibly and sparingly. In particular, the Supplier shall responsibly manage potential water withdrawal and discharge always in compliance with applicable laws and regulations in order to protect water conservation. Webasto is especially concerned about the use of raw materials and expects its Suppliers to support Webasto's endeavors to reduce the environmental impact of its products including the complete supply chain. The Supplier should in particular

- promote the development and use of environmentally friendly material alternatives and an efficient use of materials, e.g., secondary raw materials or materials produced with the use of alternative energy should be proposed and
- engage in reducing its energy and water consumption and reduce its emission to environmental compartments, including reduction of greenhouse gas emissions.

Webasto furthermore expects its Suppliers to engage in creating transparency over

environmental impacts. Information related to greenhouse gas emissions and material use in its own operations as well as in its supply chain shall be provided to Webasto upon request (see sec. 2.3 for details).

Since Webasto is committed to support the transition to a circular economy, Webasto places a special emphasis on the use of secondary raw materials, easy to recycle materials, reused materials, sub-assemblies and materials of natural origin, material efficiency and closed loop recycling initiatives. The Supplier should commit to supporting Webasto's activities in this field by proposing potential measures and improvements.

2.3 Substances with restriction and CO² emissions

The Supplier shall implement a policy to reduce the use and/or emission of substances with restriction, e.g., mercury and/or mercury compounds, hazardous waste, etc., in accordance with the Persistent Organic Pollutants Convention (as defined below) and the Minamata Convention (as defined below) ("**Restricted Substances**") and carbon dioxide ("**CO²**") emissions in accordance with the Paris Agreement (as defined below) and to measure and monitor CO² emission according to the GHG Protocol (as defined below). On request of Webasto, the Supplier must report its CO² footprint at entity level and at product level, i.e., its product CO² footprint. Furthermore, upon request of Webasto, the Supplier shall disclose the use of the reuse raw material quote to Webasto, e.g., for emission-intense material such as steel, aluminum, plastic, glass. In addition, Supplier shall not use, produce, collect, store, dispose, export or import any harmful emissions and/or Restricted Substances, in each case in compliance with all legal requirements and limit values. The Supplier must switch to CO²-neutral products in the medium term. For the avoidance of doubts and in relation to Webasto, the Supplier shall not be allowed to use carbon/Restricted Substances removal and/or carbon/Restricted Substances reduction certificates to offset against actual CO² emissions or Restricted Substances amounts/values in order to meet the above said obligation to reduce CO² emissions and the carbon footprint and the reduction of the use and/or emission of Restricted Substances. Apart from this, the Supplier shall in particular undertake to comply with the following rules:

- Basel Convention on March 22nd, 1989,
- Greenhouse Gas Protocol ("**GHG Protocol**"), jointly convened in 1998 by World Business Council for Sustainable Development (WBCSD) and World Resources Institute (WRI),
- UN Stockholm Convention on Persistent Organic Pollutants, 2001 ("**Persistent Organic Pollutants Convention**"),
- UN Minamata Convention on Mercury, 2013 ("**Minamata Convention**") and
- UN Paris agreement from 2015 ("**Paris Agreement**").

2.4 Material itemization

The Supplier undertakes to provide a complete material itemization of his delivered parts/components as well as he undertakes to respect all applicable laws on prohibition, restriction of use or traceability of substances of concern for the protection of health and safety or the environment and undertakes to follow the respective applicable reporting structures.

2.5 Conflict minerals

In case the Supplier uses raw materials originating from or transiting through conflict and high-risk areas and/or in case the Supplier uses such raw materials in its products, it undertakes to implement and maintain a policy on the origin of minerals used in particular from conflict zones, especially but not limited to tantalum, tin, tungsten and gold, whereas this policy amongst transparency regulations shall comply in particular with the applicable enforced legislation on conflict minerals. Additionally, the Supplier must effectively conduct their supply chain due diligence to minimize the risks of actual and potential adverse impacts along the supply chain. It must describe in an appropriate policy how they systematically identify and prioritize risks and initiate countermeasures. Especially but not limited to, the Supplier undertakes to comply with the following regulation on conflict minerals:

EU Regulation No. 2017/821 for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas.

In case the Supplier is a supplier of 3TG3 (tin, tantalum, tungsten and gold) or uses these raw materials in its products, it must identify, disclose and assess all smelters and refiners within the supply chains as to whether they have conducted an OECD-compliant due diligence process. The Supplier must, as a minimum, use established procedures such as the Responsible Minerals Assurance Process (“**RMAP**”). The Supplier must ensure that, at the time of the start of production, these materials are sourced exclusively from refineries and smelters that meet the requirements (status: Conformant) of the RMAP of the Responsible Minerals Initiative (RMI). As proof, such Suppliers provide a Conflict Minerals Reporting Template (CMRT) annually by March 1st at the latest. If a smelter or refinery used does not meet this standard, Webasto may require the Supplier to remove non-RMAP-compliant refineries and smelters from its supply chain destined for Webasto on a long-term basis.

In addition, Webasto requests the Supplier to provide with a certification of the Initiative for Responsible Mining Association (IRMA) with respect to the use of specific and critical raw materials such as rare earth, platinum, palladium, aluminum, nickel, copper, zinc, graphite, lithium, cobalt, chrome, mica, 3TG, steel, glass, plastic, leather and natural rubber.

2.6 Ecosystems, biodiversity and water protection

The Supplier must ensure that its own business activity does not contribute to or benefit from the illegal conversion of natural ecosystems harming the biodiversity and the quality of water, soil and air. This also applies to deforestation, which is understood to mean the conversion of natural forests primarily into farmland or other land use. The Supplier must also take appropriate due diligence measures for its supply chain. Where in its value chains of its products are risks of conversion of natural forests or other natural ecosystems or risks with respect to biodiversity, the quality of water, soil and air, the Supplier must take appropriate due diligence measures to support the long-term protection of these natural ecosystems, including the protection of natural and cultural values.

The Supplier must check the environmental compatibility of injections and soil impairments in order to prevent the contamination of surface/soil, water and/or groundwater. In particular, the Supplier must take appropriate organizational and technical safeguards to ensure that its product procurement and manufacturing processes do not endanger the quality of freshwater and/or seawater, water consumption is minimized, and water management is improved.

2.7 Hazardous substances and waste

When handling chemicals and other hazardous substances that are stored or processed on its premises or are generated during production, the Supplier must carry out appropriate identification and labelling and ensure the provision of suitable storage areas and processing procedures as well as the instruction of employees. Hazards from these substances, such as air and soil pollution, water pollution and other harmful effects, must be prevented as far as technically possible. The Supplier shall establish appropriate waste management systems and procedures to carefully classify, appropriately collect, store, condition and dispose of hazardous waste generated on site. The Supplier must also ensure that no waste is illegally disposed of during the disposal route.

3. Business ethic principles

The Supplier shall ensure compliance with the following principles on business ethics in this SCOC in all their business dealings.

3.1 Anti-Corruption, anti-bribery and anti-money laundering

The Supplier commits to the highest standards of ethical conduct in all its business interactions and dealings, in particular Supplier undertakes to comply with all applicable anti-corruption laws, especially but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

The Supplier ensures that neither Supplier nor its subsidiaries will engage in any form of actions that could lead to criminal liability in particular with respect to bribery, corruption, extortion, embezzlement and money-laundering. The Supplier shall not and shall ensure that its

subsidiaries do not engage in any kind of bribe or other means of obtaining undue or improper advantages, whether promised, offered, authorized, given or accepted, directly or indirectly through a third party. Suppliers of raw minerals must commit to disclosing payments in accordance with the principles of the Extractive Industries Transparency Initiative (EITI).

3.2 Anti-competitive behavior

The Supplier shall uphold all applicable standards of fair business, advertising and competition and in accordance with the applicable laws and regulations. In particular, the Supplier shall avoid conflicts of interests, refrain from contributing or benefiting from counterfeit parts and follow the applicable laws regarding product conformity & product safety, anti-trust, export controls and economic sanctions.

3.3 Confidentiality

The Supplier shall keep confidential all trade secrets and other legally protected information disclosed to it by Webasto in accordance with the relevant statutory requirements. In addition, the Supplier shall keep confidential any other business information, including, but not limited to, with respect to any financial responsibility, and in accordance with non-disclosure agreements concluded with Webasto or non-disclosure clauses contained in contracts concluded with Webasto.

3.4 Privacy and intellectual property

The Supplier shall process personal data of which it becomes aware in the course of its business relationship with Webasto exclusively in accordance with the applicable data protection and data security laws and regulatory requirements.

The Supplier shall comply with all nationally and internationally applicable laws on the protection of intellectual property. Intellectual property includes registerable property rights (for example patents, trademarks, designs), domains, copyrights and fair-trading requirements. In addition, the Supplier must ensure that it has all the necessary rights of use in order to avoid infringements of intellectual property rights.

3.5 Artificial Intelligence

Suppliers who develop and/or use artificial intelligence (especially machine learning and deep learning) must ensure responsible use and handling, explainability, privacy protection as well as safety and reliability in the application of artificial intelligence. In doing so, they follow an approach that ensures that humans remain the controller of development and that opportunities and risks are equally considered.

3.6 Sanctions

The Supplier must ensure that it complies with all applicable national and supranational sanctions and trade embargoes. To this end, the Supplier must take all necessary measures to avoid the risk of a violation of sanctions.

4. General principles

The Supplier ensures its compliance with all applicable laws, regulations, agreements with Webasto, especially but not limited to this SCOC, related to the Supplier's operations and products in its own business area and/or in its supply chain.

Supplier ensures that its employees may anonymously indicate any infringements against the principles set out herein by means of a whistleblower system or any other appropriate means and are protected against retaliation.

5. Reporting and measures

If the Supplier becomes aware of a violation or a risk of a violation of this SCOC in its own business area and/or in its supply chain, it shall immediately take appropriate actions of

remedy. In addition, in case of a confirmed violation or any official investigation procedure in this regard, the Supplier shall inform Webasto through any of the following methods.

- Webasto Whistleblower Hotline: <https://www.bkms-system.com/webasto> or
- via email to: compliance@webasto.com

At request of Webasto, the Supplier is obliged to fully cooperate with Webasto in order to enable Webasto to observe the obligations resulting from the rules, laws and principles mentioned in this SCOC. In particular, the Supplier shall answer a self-disclosure questionnaire provided by Webasto, which Supplier must answer completely and truthfully to the best of its knowledge and submit relevant documents.

To the extent that a violation of the obligations listed in this SCOC in the Supplier's own business area or within the Supplier's supply chain cannot be ended in the foreseeable future, Webasto will work with the Supplier and/or relevant third parties to develop and implement a corrective action plan designed to end the violation or minimize its severity within a specified time. The Supplier will support Webasto to the best of its ability.

At request of Webasto, the Supplier undertakes to participate in training and further education on the standards and expectations Webasto as defined in this SCOC.

Webasto shall have the right to pause or terminate the supply relationship with the Supplier, in case the Supplier violates this SCOC and does not remedy the violation within due time.

6. Audit

Webasto shall be entitled to audit compliance with the provisions of this SCOC at any of the Supplier's locations worldwide after giving reasonable advance notice. Such audit shall take place on site or virtually at the discretion of Webasto but during the normal business hours of the respective location. Webasto shall endeavor to disrupt the Supplier's business operations as little as reasonably possible. Webasto shall also be entitled to have the audit carried out by an independent auditor, provided that such auditor has been bound to secrecy in advance by a written confidentiality agreement to the effect that even Webasto may only be informed about SCOC-related results of such audit. Without cause, such audit may only take place once every 12 months per location and per Supplier at no more than four locations per 12 months. No limits apply to cause-related audits whereas it is Webasto's reasonable discretionary decision what qualifies as a cause in this respect. The costs of the audit shall be borne by Webasto unless a significant deviation from the provisions of this SCOC is identified during this audit.

7. Commercial flow-down

The Supplier shall impose all obligations assumed by it under this SCOC on its subcontractors, sub-suppliers and other assistants and shall ensure that Webasto has at least the same rights vis-à-vis them as it has vis-à-vis the Supplier itself.

With signing this SCOC, Supplier confirms its compliance with the provisions of this SCOC and undertakes to implement and maintain a respective corporate social and environmental responsibility policy of the same level as of this SCOC.

Date/place: _____

Name/function: _____

Signature: _____