

Code of Conduct for ams OSRAM Suppliers

May 2023

This Code of Conduct defines the principles and requirements of ams-OSRAM AG and its Affiliated¹ Companies (hereinafter "ams OSRAM") to its suppliers of goods and services regarding their responsibility for people and the environment. This Code of Conduct is based on the ten principles of the UN Global Compact, the Code of Conduct of the RBA (Responsible Business Alliance), and the relevant standards of the UN/ILO and OECD on the individual topics. If different standards exist between this Code of Conduct and local law, the stricter requirements shall apply in each case, unless this Code of Conduct explicitly regulates otherwise.

The supplier hereby declares:

- **Compliance with Laws**
 - to comply with applicable international and national laws and to take appropriate measures to ensure compliance with this Code of Conduct.
- **Management Systems**
 - to establish and continuously improve appropriate management processes to identify, prevent, or mitigate negative social, environmental, health, and safety impacts on employees, the environment, and society, and to remedy such impacts when appropriate, and to report upon request;
 - to establish an effective whistleblowing system which ensures that any person, individually or jointly with other employees, can make a complaint without being subject to reprisals or suffering disadvantages of any kind.
- **Prohibition of Corruption and Bribery**
 - to apply the highest standards of integrity in all business activities and to consider corporate integrity as the basis for all business relationships;
 - not to tolerate any form of corruption or bribery, whether by management, employees, external third parties or agents;
 - not to offer, grant or promise gratuities to public officials or private sector business partners for the purpose of influencing official actions or decision-making, or to gain an unfair advantage.
- **Combating Money Laundering and Terrorist Financing**
 - to comply with all applicable anti-money laundering and counter-terrorist financing laws and regulations;
 - to maintain financial records and make appropriate reports in accordance with applicable laws and regulations.
- **Conflicts of Interest**
 - to avoid behavior and practices that could give rise to conflicts of interest and to disclose promptly any actual or potential conflict of interest in connection with his activities for ams OSRAM.
- **Fair Competition and Antitrust Law**
 - to act in accordance with all national and international laws and regulations applying to fair competition and antitrust and not to engage in any anti-competitive practices, such as price fixing, sharing markets or customers, market collusion or bid rigging.
- **Intellectual Property and Confidential Information**
 - to recognize intellectual property of ams OSRAM and other market participants and to use it in the supply and service performance of ams OSRAM only if he holds the rights over it;
 - not to disclose to third parties any intellectual property or confidential information of ams OSRAM or any other information obtained through its business activities with ams OSRAM.
- **Data Protection and Information Security**
 - to protect personal data of its employees and business partners and to use it only for legitimate purposes;
 - to comply with data protection and information security laws and official regulations when collecting, storing, processing, transmitting and disclosing personal data.
- **Export Control and Customs**
 - to comply with all applicable export control and customs regulations, including existing import and export restrictions, and obtain the necessary approvals.

¹ "Affiliate" as used in this Supplier's Declaration means any existing or prospective corporation that: (i) directly or indirectly controls a corporation, (ii) is under the same direct or indirect control as a corporation, or (iii) is directly or indirectly controlled by a corporation. For purposes of this definition, "control" means (i) ownership of a majority of the voting shares or a majority of the voting power of a corporation, (ii) the right, directly or indirectly, to appoint a majority of the members of the board of directors or management (or comparable executive and representative body) of a corporation, or (iii) the power otherwise to direct the board of directors, management or comparable executive and representative body of a corporation, for example, through special voting rights or voting trust agreements

▪ **Respect for Human Rights², in particular**

- to comply with the prohibition on employing a child under the age of 15; not to employ workers under the age of 14 in countries covered by the developing country exception of ILO Convention No. 138, and to ensure the health and safety of young employees and to exclude them from worst forms of child labor as defined the ILO Convention No. 182;
- not to engage in or tolerate any form of modern slavery, forced labor³ as defined in ILO Convention No. 29 and human trafficking;
- to ensure that no internal or external employee is subjected to unethical recruitment practices⁴;
- to promote equal opportunity and treatment of its employees regardless of their color, ethnic origin, nationality, social origin, any disability, sexual orientation, political or religious beliefs, gender or age;
- to respect the personal dignity, privacy and personal rights of each individual;
- not to tolerate unacceptable treatment of workers, such as physical coercion, sexual and personal harassment or discrimination;
- not to tolerate behavior (including gestures, language and physical contact) that is sexual, coercive, threatening, abusive or exploitative;
- to refrain from hiring or using security personnel if, in providing their service, persons are treated or injured in an inhumane or degrading manner;
- to ensure that no harmful soil changes, water pollution, air pollution, harmful noise and radiation emissions or excessive water consumption are caused;
- to comply with the prohibition of unlawful eviction and with the prohibition of unlawful deprivation of land, of forests and of waters.

▪ **Fair Working Conditions**

- to provide for adequate remuneration and ensure at least the applicable national statutory minimum wage;
- to comply with the maximum working hours established by law in the respective state, as well as to provide employees with at least one (1) day off every seven (7) days, observing that a work week shall not regularly exceed sixty (60) hours per week, including overtime, except in emergencies or unusual situations; and that all overtime shall be voluntary;
- to the extent permitted by law, to recognize the freedom of association and collective bargaining autonomy of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

▪ **Health and Safety of Internal and External Employees**

- to take necessary precautionary measures against accidents and damage to health that may arise in connection with the supplier's activities by establishing and applying appropriate occupational safety systems;
- to take responsibility for health and safety towards internal and external employees;
- to provide employees with access to drinking water in sufficient quantity and access to clean sanitary facilities;
- to ensure that housing and/ or sleeping quarters provided by the supplier or by a labor placement officer are clean and safe and have adequate emergency exits, hot water for bathing and showering, adequate lighting, heating and ventilation, individually secured accommodations for storage of personal and valuable items, and adequate personal space and means of access and exit;
- to provide training and ensure that all internal and external employees are knowledgeable on the topic of workplace safety.

▪ **Environmental and Climate Protection**

- to act in accordance with applicable national and international laws for environmental protection; this includes the use and handling of hazardous substances, as well as waste, wastewater and emissions management;
- to reduce water consumption and wastewater volumes, typify, monitor, review and, if necessary, treat wastewater from operations, manufacturing processes and sanitary facilities prior to discharge or disposal;
- to adopt a systematic approach to identify, manage, reduce, and responsibly recycle or dispose of solid waste.
- to comply with the prohibitions on export of hazardous wastes from the Basel Convention of March 22, 1989, as amended.
- to identify chemicals or other materials that pose a hazard when released into the environment and handle them in a manner that ensures safety when handling, transporting, storing, using, recycling, or reusing, and disposing of them. To use mercury in accordance with the prohibitions from the Minamata Convention of October 10, 2013 and persistent organic pollutants (POPs) in accordance with the Stockholm Convention of May 23, 2001, each as amended;
- to ensure that general emissions from operations (air, noise, and radiation) and greenhouse gas emissions are typed, recorded, routinely monitored, verified, and treated as needed prior to their release, and monitor its emission control systems and find economic solutions to minimize any emissions;

² [Universal Declaration of Human Rights](#) and [International Labor Organization Declaration on Fundamental Principles and Rights at Work](#)

³ The supplier must provide evidence in accordance with the US Uyghur Forced Labor Prevention Act, in particular to rebut the 'rebuttable presumption' that any goods mined, manufactured or processed in whole or in part in the region of Xinjiang (China) or produced by certain companies with a connection to Xinjiang using forced labor. Therefore, the supplier is obliged to inform ams OSRAM about such connection - if any - of its products to Xinjiang and is obliged to provide sufficient evidence in such cases to rebut the "rebuttable presumption". The supplier is obliged to provide evidence according to the US Uyghur Forced Labor Prevention Act. Specifically, this is to rebut the "rebuttable presumption" that goods mined, produced or manufactured in whole or in part in the Xinjiang Uyghur Autonomous Region of the People's Republic of China or manufactured by certain companies on the Forced Labor Enforcement Task Force (FLETF) Entity List were produced using forced labor. Therefore, Supplier shall inform ams OSRAM of any connection of its goods to the Xinjiang Uyghur Autonomous Region of the People's Republic of China. In the event of such a connection, the supplier shall be required to provide sufficient evidence to rebut the rebuttable presumption.

⁴ Unethical recruitment practices such as excessive fees or costs for recruitment, including the cost of travel and processing official documents and work visas in the home and host countries, as well as the withholding of these, are important signs of modern slavery.

- to support ams OSRAM's climate protection efforts, by providing data and information on the emissions generated in the course of production and possible deliveries, by using renewable energies and/or by reducing greenhouse gas emissions but also by elaborating climate protection targets in conformity with international agreements, and to provide ams OSRAM with relevant information within three (3) weeks after request;
- to increase energy efficiency in its own production and for procured goods and services;
- to improve the recycling of and circular economy for materials;
- to use and manage resources sustainably and to make continuous improvements in minimizing pollution and increasing environmental protection and preserving biodiversity.

▪ **Supply Chain**

- to make reasonable efforts to identify social, human rights, environmental and climate-related risks in its own supply chain and to ensure that its suppliers comply with requirements comparable to those stipulated herein.

Other Requirements/ Complaint Procedures

▪ **Minerals and Raw Materials from Conflict and High Risk Areas**

This requirement is only applicable to ams OSRAM suppliers who supply materials, parts, components and sub-assemblies that go into an ams OSRAM product and to suppliers who supply products to ams OSRAM for the purpose of resale by ams OSRAM.

For the so-called conflict minerals as well as raw materials ams OSRAM establishes processes in accordance with the Organisation for Economic Co-operation and Development (OECD) Guiding Principles on Due Diligence to Promote Responsible Supply Chains for Minerals from Conflict and High-Risk Areas and expects the same from its suppliers.

Therefore, the supplier specifically declares:

- to conduct appropriate country of origin investigations throughout its supply chain (in accordance with above Guiding Principles);
- to participate in established supply chain communication processes such as the Responsible Mineral Initiative (RMI) of the RBA;
- not to supply goods/ raw materials or the like to ams OSRAM that contain minerals and raw materials from conflict and high-risk areas that originate from smelters and refineries without adequate audited due diligence processes;
- to provide ams OSRAM with a Conflict Minerals Reporting Template (CMRT) or Extended Minerals Reporting Template (EMRT) of the RMI related to ams OSRAM products upon request within three (3) weeks;
- to notify ams OSRAM in writing without undue delay, if the supplier becomes aware of any indications in its supply chain that may lead to the conclusion that the assurance pursuant to the preceding paragraph may no longer be valid.

▪ **Life Cycle Assessments**

ams OSRAM has set itself the goal of carrying out a life cycle assessment (LCA) for selected products. Therefore, every supplier is obliged upon request to provide ams OSRAM with conclusive information on the products and materials sold. All information exchanged will be treated confidentially and limited to the scope of the LCA activities.

Upon request, ams OSRAM will provide general information on LCA in order to establish a harmonized and standardized process that can support the format and information flow between the parties.

▪ **Complaint Procedure**

ams OSRAM maintains a complaint procedure for reporting - also anonymously - violations and grievances: the [Tell ams OSRAM](https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=telloosram&c=-1&language=eng)⁵ whistleblowing system. This tool is available worldwide to all employees of ams OSRAM, to all its suppliers and other business partners as well as to any third parties.

⁵ <https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=telloosram&c=-1&language=eng>

Code of Conduct - Supplier's Declaration

We hereby confirm:

1. We have received the "Code of Conduct for ams OSRAM Suppliers", as of May 2023 (hereinafter "Code of Conduct"), and hereby undertake, in addition to our obligations under the supply contracts with ams OSRAM, to comply with the principles and requirements of this Code of Conduct and to use reasonable efforts to ensure that our own suppliers also comply with these requirements. At the request of ams OSRAM, we will participate in training sessions on this Code of Conduct.
2. We shall, upon reasonable request of ams OSRAM, provide without undue delay appropriate information on compliance with Code of Conduct requirements including a self-assessment specified by ams OSRAM.
3. We agree that ams OSRAM or a third party appointed by ams OSRAM and acceptable to us shall be entitled (but not obliged) to verify our compliance with the obligations under the Code of Conduct at the relevant sites of us or of our Affiliated Companies. The review will only be conducted upon prior written notice by ams OSRAM, within normal business hours, and in accordance with applicable data protection law; furthermore, it will not unreasonably restrict our business activities or violate our confidentiality agreements with third parties.
We shall be obligated to assist ams OSRAM in conducting a review to a reasonable extent and to bear our own costs in connection with the review; ams OSRAM shall bear its own costs. We shall be entitled to refuse ams OSRAM's audit request if we promptly provide ams OSRAM with a Corporate Responsibility Audit Report, provided that such report (i) is not older than twelve (12) months, (ii) complies with standards accepted by ams OSRAM, e.g. RBA Validated Assessment Program and (iii) has been issued by a trustworthy and recognized audit firm. However, ams OSRAM shall still be entitled to conduct its own review, if ams OSRAM has a reasonable suspicion that we are not complying with the Code of Conduct.
4. We undertake to immediately put an end to violations of this Code of Conduct, in particular of human rights or environmental obligations. If this is not possible in the foreseeable future, we undertake to draw up a concept for termination or minimization with a concrete timetable and to implement it without delay. Notwithstanding these and any other rights, and without liability towards us, ams OSRAM shall be entitled to terminate in writing at any time any existing supply contract and/or any purchase order placed in the event that we (i) seriously violate the Code of Conduct or (ii) unreasonably impede the conduct of a review pursuant to Section 3 of this Declaration. Serious violations of the Code of Conduct include, in particular, child labor, forced labor, corruption and bribery as well as non-compliance with human rights and environmental protection requirements. Except in the case of intentional non-compliance with the environmental protection requirements under the Code of Conduct or a serious breach of this Code of Conduct, ams OSRAM shall only be entitled to exercise the aforementioned right of termination after ams OSRAM has given us a reasonable opportunity to remedy the breach within a reasonable period of time and such period of time has elapsed without results.
5. We agree that this declaration is subject to the substantive law, legal proceedings and venue which is set out in the purchase agreement and/or purchase order concluded between ams OSRAM and us and that, in the event no such agreement is yet established, is subject to the legal proceedings and substantive law (without reference to any of its conflict of law rules) in force at the place of the respective ams OSRAM purchasing company.

Place, date

Signature

Name (in block letters), Function

Company Stamp

This document must be signed by a duly authorized representative of the company and returned to ams-OSRAM AG within 20 working days of receipt. Please return to:

OSRAM a.s., GBS Procurement, Komárnanská cesta 7, 940 93 Nové Zámky, Slovakia with signature scanned in electronic form to the email address: supplier-management@ams-osram.com.

Requested by ams OSRAM Department: _____

Date: _____