

Code of Conduct for OSRAM Suppliers

April 2018

This Code of Conduct defines the basic requirements placed on suppliers of goods and services of OSRAM GmbH and its Affiliates¹ (hereinafter “OSRAM”) concerning their responsibilities towards their stakeholders, affected groups and the environment.

The supplier declares herewith:

- **Legal compliance**
 - to comply with the laws of the applicable legal system(s).
- **Management systems**
 - to set up and continuously improve appropriate management processes to prevent, identify, mitigate and if necessary remediate negative social, ecological, health and safety related impacts on workers and communities;
 - to establish an effective grievance procedure to ensure that any worker, acting individually or with other workers, can submit a grievance without suffering a prejudice or retaliation of any kind.
- **Prohibition of corruption and bribery**
 - to tolerate no form of and not to engage in any form of corruption or bribery be it by employees, third parties or agents, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- **Respect for the basic human rights² of all internal and external workers**
 - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14, and ensure the health and safety of young workers, precluding them from hazardous and night work;
 - not to engage in or tolerate any form of modern slavery, forced labour and human trafficking³;
 - to ensure that no internal or external worker is subject to unethical recruitment practices⁴;
 - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - to respect the personal dignity, privacy and rights of each individual;
 - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - to provide fair remuneration and to guarantee at least the applicable national statutory minimum wage;
 - to comply with the maximum number of working hours laid down in the applicable laws;
 - to recognize, as far as legally possible, the right of free association and collective bargaining of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- **Health and safety of all internal and external workers & environmental protection**
 - to take responsibility for the health and safety of all internal and external workers;
 - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - to provide training and ensure that all internal and external workers are educated in health and safety issues; to act in accordance with the applicable statutory and international standards regarding environmental protection including hazardous substances and wastewater management;
 - to minimize environmental pollution and make continuous improvements in environmental protection.
- **Supply chain**
 - to use reasonable efforts to address social and environmental risks in their own supply chain and to make reasonable efforts that their suppliers adhere to requirements comparable to those stipulated herein.

¹ “Affiliates” means for the purpose of this Supplier’s Declaration all entities which control, are controlled by or are under common control with the respective party of this declaration, whether directly or through one or more intermediaries. For purpose of this definition “controlled” means ownership of securities representing fifty percent (50 %) or more of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority, or any other power by contract or in any other form which entitles such named entity to the respective voting rights.

² [International Bill of Human Rights, http://www.ohchr.org/Documents/Publications/FactSheet2Rev.1en.pdf](http://www.ohchr.org/Documents/Publications/FactSheet2Rev.1en.pdf) and Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work, http://www.ilo.org/global/standards/information-resources-and-publications/publications/WCMS_087424/lang-en/index.htm.

³ Modern Slavery is characterized by an element of exploitation and coercion (the inability to leave the exploitative situation). It can take many forms, such as debt bondage, wage abuse, recruitment fraud, removal of identity documents and travel papers, compulsory overtime, child slavery and others. Please find free resources regarding modern slavery at <http://stronger2gether.org>. Please note OSRAM’s Modern Slavery Statement in this regard.

⁴ Unethical recruitment practices, such as excessive fees or costs for recruitment, including costs associated with travel, processing official documents and work visas in both home and host countries are major drivers for modern slavery.

Code of Conduct – Conflict Minerals Supplement

April 2018

This Conflict Minerals Supplement (hereinafter “**CMS**”) is an integral part of the Code of Conduct for OSRAM Suppliers concerning their responsibilities with respect to a conflict-free sourcing of “**Conflict Minerals**” in order to effectively ensure that the use and sale of Conflict Minerals by OSRAM’s suppliers do not contribute to the ongoing conflict in the Democratic Republic of Congo (“**DRC**”) and adjoining countries. The CMS applies to suppliers of OSRAM delivering materials, parts, components, sub-assemblies that will be integrated into OSRAM products as well as to suppliers of OSRAM delivering products for the purpose of resale by OSRAM (hereinafter “**Goods**”). This CMS also applies on indirect deliveries of supplier’s Goods to OSRAM, i.e. it applies on orders and/or deliveries of Goods to third parties (contract manufacturers of OSRAM, distributors) forwarding such Goods – in processed or unmodified form – to OSRAM, provided that supplier is aware of such forwarding to OSRAM.

For the purposes of this CMS the following terms shall have the meaning as set out below:

- “**Conflict Minerals**” means columbite-tantalite (coltan), cassiterite, gold, wolframite, cobalt, or their derivatives, which are limited to tantalum, tin and tungsten, unless the United States Secretary of State determines that additional derivatives are financing conflict in the “Covered Countries”, in which case they are also considered Conflict Minerals; or any other minerals or their derivatives determined by the Secretary of State to be financing conflict in the “Covered Countries”.
- “**Covered Countries**” shall mean the DRC and any country that shares an internationally recognized border with the DRC. Such countries presently include Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.
- “**DRC Conflict Free**” shall mean as an attribute of Goods that such Goods do not contain Conflict Minerals that directly or indirectly finance or benefit armed groups in the Covered Countries.
- “**Final Rule**” shall mean the implementation rule as adopted by the U.S. Securities and Exchange Commission on August 22, 2012, pursuant to Sec. 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to the use of Conflict Minerals.

The supplier declares herewith:

- to be fully committed to ensuring that its use and sale of Conflict Minerals (whether on a stand-alone basis or contained in its Goods) do not contribute to the ongoing conflict in the Covered Countries. Therefore, supplier shall in particular
 - (i) perform a reasonable country of origin inquiry throughout its entire supply chain (in accordance with standards that are equivalent to the requirements of the Final Rule in this regard), and
 - (ii) participate in an established supply chain communication process, such as the Responsible Minerals Initiative (RMI) of the Responsible Business Alliance (RBA).
- not to supply any Goods to OSRAM that are not DRC Conflict Free.
- to duly provide to OSRAM, if requested by OSRAM, all relevant data regarding the occurrence of Conflict Minerals in its Goods by use of the latest version of the Conflict Minerals Reporting Template (CRMT) of the RMI within three weeks upon OSRAM’s request.
- to immediately notify OSRAM in writing in case supplier should become aware of any warning signs in its supply chain that indicate that the representation in accordance with the preceding paragraphs above might be no longer valid. Supplier shall in such case promptly conduct further examination to verify, whether Goods delivered by Supplier contained or still contain Conflict Minerals and shall provide OSRAM with a reasonable documentation.
- to use best efforts to promote among its suppliers compliance with the representations of this CMS.

Code of Conduct - Declaration of the Supplier

We hereby declare the following:

1. We have received a copy of the Code of Conduct for OSRAM Suppliers including also its Conflict Minerals Supplement (hereinafter “**Code of Conduct**”), dated April 2018 and hereby commit ourselves and our Affiliates, in addition to our commitments set out in the supply agreements with OSRAM, to comply with its principles and requirements.
2. We will provide OSRAM upon request - but not more than once a year - either, at our option (i) a written self-assessment in the form provided by OSRAM or (ii) a written report approved by OSRAM describing the actions taken or to be taken to assure our compliance with the Code of Conduct.
3. We agree that OSRAM or a third party appointed by OSRAM and reasonably acceptable to us, shall be entitled (but not obliged) to conduct inspections at the relevant premises of us and/or our Affiliates in order to verify our compliance with the Code of Conduct. Such inspections may only be conducted upon prior written notice of OSRAM, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties. We further agree to reasonably cooperate in any inspections conducted and to bear our expenses in connection with such inspection; OSRAM will bear its expenses. We are entitled to deny OSRAM's audit request, if we provide OSRAM promptly with a corporate responsibility audit report, provided that such report (i) is not older than 12 months, (ii) complies with customary standards, and (iii) is issued by a trusted and well acknowledged audit company. However, OSRAM shall remain entitled to conduct an own audit, if OSRAM has reasonable grounds to suspect that we failed to comply with the Code of Conduct.
4. In addition to any other rights and remedies OSRAM may have, in the event of (i) our material or repeated failure to comply with the Code of Conduct or (ii) our denial of OSRAM' right of inspection as provided for in the third paragraph of this declaration, after providing us reasonable notice and a reasonable opportunity to remedy, OSRAM may terminate any purchase agreement entered into and/or any purchase order without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct.

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 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 OSRAM purchasing company.

Place, date

Signature

Name (BLOCK CAPITALS), Function

Company Name / Seal

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

OSRAM a.s., GSS Procurement, Komárnanská cesta 7, 94093 Nové Zámky, Slovakia or scanned with signature in electronic form to e-mail supplier-management@osram.com

Requested by OSRAM department:

Date: