



AUTONEUM CODE OF CONDUCT FOR SUPPLIERS

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PREAMBLE

As reflected in Autoneum's Code of Conduct, all Autoneum Group companies as well as its majority owned or controlled joint ventures (collectively "**Autoneum**") are committed to the highest standards of integrity, sustainability and ethical conduct. Autoneum has no tolerance when it comes to unethical business behavior, such as bribery, corruption, breach of competition law or any other illegal conduct.

As a consequence, all of its suppliers (hereinafter referred to as "**Partner**") are required to equally act fairly and ethically, in compliance with all applicable laws and regulations, provide safe working conditions, respect human rights in line with internationally recognized principles and conventions and use environmentally responsible practices whenever they provide goods or services for Autoneum. When reference in this Code is made to Partners' employees, the latter shall include Partner's temporary workers.

The purpose of this Code of Conduct for Partners (the "**Code**") is to set out the minimum standards we expect our Partners to adhere to in all dealings with Autoneum, Autoneum's customers, partners and other stakeholders during any of the Partner's business activities.

WITH THE SIGNATURE OF THIS CODE, THE PARTNER IS OBLIGED TO COMMUNICATE THESE MINIMUM STANDARDS TO ITS EMPLOYEES AND TO CASCADE THEM OR EQUIVALENT EXPECTATIONS THROUGHOUT ITS ORGANIZATION AS WELL AS ITS ENTIRE SUPPLY CHAIN, INCLUDING ITS GROUP COMPANIES, IF ANY.

ANY VIOLATIONS OF THIS CODE BY PARTNER MAY JEOPARDIZE THE PARTNER'S BUSINESS RELATIONSHIP WITH AUTONEUM AND ALLOW AUTONEUM TO TAKE ALL NECESSARY STEPS TO PREVENT OR MITIGATE SUCH VIOLATION AT PARTNER'S COST. IN CASE OF VIOLATION, AUTONEUM RESERVES THE RIGHT TO SUSPEND AND/OR TERMINATE THE CONTRACTUAL RELATIONSHIP, AT AUTONEUM'S DISCRETION, AND WITHOUT ANY RIGHT TO CLAIM COMPENSATION OR DAMAGES BY THE PARTNER.

I. OBEY THE LAW AT ALL TIMES

The Partner shall respect and comply with the laws and regulations applicable and in force in all of the countries in which it operates or markets to which it provides goods or services at all times, including those of antitrust and competition law, corruption prevention, money laundering prevention, export control, and data protection. If the legislation of any country sets lower requirements in comparison to the ones outlined in this Code, the Partner agrees to follow the higher standards set out herein.

II. PROTECTION OF HUMAN AND LABOR RIGHTS

Human and labor rights are rights inherent to all human beings, regardless of race, gender, nationality, ethnicity, language, religion, or any other status. Human rights include the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and to education and others. Labor rights include the right to decent and productive work, in conditions of freedom, equity, safety and dignity. The Partner shall uphold the highest standards of human and labor rights and regularly monitor human rights conditions within supply chain, especially in high risk locations.

1. Health and Safety at Work

Employees' health, safety and well-being constitutes a top priority for Autoneum. Autoneum itself has established a zero accident culture and requires its Partners to follow this policy. The Partner therefore warrants, as their employer, to provide for a safe and healthy work environment for all of the Partner's employees within the framework of the applicable law.

The Partner shall implement and operate, if Partner's risk assessment identifies exposure of its employees to significant health and safety risks during the manufacturing process or provision of services, a recognized occupational health and safety management system (e.g. as per ISO 45001). Partner's risk assessment documentation as well as the respective certificate is to be provided to Autoneum upon request.

In particular, but without limitation, the Partner shall:

- Establish and maintain a state-of-the art health and safety policy in compliance with the applicable law and provide evidence of such to Autoneum upon request;
- Identify, evaluate and manage occupational health and safety hazards through a prioritized process of hazard elimination, hazard substitution, engineering controls and/or administrative controls before personal protective equipment becomes a mandatory measure;
- Provide all employees, where necessary and free of charge, with job-related, appropriately maintained personal protective equipment and instruction on its proper use;
- To the extent chemicals are used in the Partner's business, assess and evaluate chemicals against their risks for health and safety of Partner's employees when handling, transporting or using them, including, where possible, their substitution with safer alternatives, to prevent hazards;

- Ensure that all employees receive health and safety trainings on a regular basis in the local language, or, if some of the employees do not speak the local language, in English or another suitable language;
- Identify potential emergency situations and implement emergency plans and response procedures that minimize harm to life, environment and property;
- Provide employees with reasonably accessible and clean facilities, including dormitories and toilets, and potable water; and
- Work towards continuous development and improvement of working conditions with the goal of having zero accidents and occupational diseases.

2. Prohibition of Child Labor

It is essential that children are not put at risk or deprived of an education or their childhood. They must not, in any way, be mentally, physically, socially or morally harmed by being forced to work. Partner must not tolerate any form of child labor within its operations or within its supply chain as stipulated by the ILO Conventions on [Minimum Age](#) and on the [Worst Forms of Child Labor](#) as a minimum, notwithstanding any national law.

In particular, but without limitation, the Partner shall:

- Ensure that the minimum age of an employee is not less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years or the minimum age foreseen by local law, whichever is higher;
- Ensure that the minimum age for admission to any type of employment or work involving the operation of heavy machinery or any work, which would endanger safety, health or morals, shall not be less than 18 years;
- Check the age of employees and applicants accordingly to ensure compliance;
- Terminate the employment relationship immediately, should the Partner discover child labor in its workforce, and aim at supporting the child by implementing adequate remedies, e.g. reintegration into schooling program;
- Make sure all of Partner's suppliers, agents, contractors and temporary labor agencies supplying goods or services to it are adhering to the same principles as stated here above; and
- Issue, upon request by Autoneum, a corresponding self-declaration.

3. Prohibition of Forced Labor and Modern Slavery

Forced or compulsory labor is all work or service which is exacted from any person under the threat of retribution or penalty and for which the persons have not offered themselves voluntarily. Forced or compulsory labor is not only a serious violation of a fundamental human right, it also perpetuates poverty and is a hindrance to economic and human development, and is therefore not tolerated by Autoneum within its operation or its supply chain.

For this reason, but without limitation, the Partner shall:

- Implement employer practices in line with ILO Conventions on [Forced Labour](#) and on the [Abolition of Forced Labour](#), in particular, ensure that all employees provide work voluntarily and are free to terminate their employment relationship at any time through appropriate notice;
- Prohibit any form of forced/compulsory labor or modern slavery, including, without limitation, debt bondage, servitude, human trafficking or other forms of domination or oppression in the workplace environment like humiliation or use of force;
- Do not require employees to surrender passports or other identification documents, work permits or the like as a condition for employment or with the intention of restricting free movement;
- Do not require applicants to pay recruitment fees or impose payment of other expenses on them which are unreasonable taking into consideration international norms and practices; and
- Ensure that private or public security forces are not used if this could lead to human right violations (e.g. through torture, use of force or injury of life or limb).

4. Non-Discrimination, Equal Opportunities and Harassment Prevention

Autoneum does not tolerate any form of discrimination or harassment, be it based on gender, ethnicity, and membership of a specific population group, skin color, disability, union membership, political affiliation, origin, religion, age, pregnancy, marital status, sexual orientation, whether they have children, or, as far as legally possible, migration status, and requires its Partner to commit to the same.

For this reason, but without limitation, the Partner shall:

- Ensure compliance with ILO Conventions on [Equal Remuneration](#) and on [Discrimination in Employment and Occupation](#);
- Ensure non-discriminatory principles are implemented in all processes and situations including, without limitation, hiring, compensation, access to training, promotion, job assignment, wages, benefits, discipline, termination and/or retirement and respective regulations are clearly communicated within the organization;
- Offer equal remuneration to all employees for work of equal value;
- Ensure that discovered discriminatory behavior or processes are remedied without undue delay, taking into consideration the interest of the affected parties;
- Promote diversity and inclusion in the workplace and foster a work environment where employees feel safe, respected, engaged, valued and able to contribute their capabilities to the fullest, free from any kind of harassment; and
- Do not tolerate inappropriate behavior such as gestures, language and physical contact with a sexual, coercive, threatening, abusive or exploitative character, including, without limitation bullying, public shaming or any threat of such inappropriate behavior.

5. Vulnerable Groups

Partner shall commit to identify vulnerable groups among employees or stakeholders of any kind and protect their rights within its business and supply chains, particularly, but without limitation the rights of women, indigenous peoples, children, migrant workers or minorities in general.

- *Women's Rights*

Partner is required to address health and safety concerns that are prevalent among women workers, including, but not limited to, preventing sexual harassment and providing necessary accommodation for rest of pregnant or nursing mothers.

- *Local Communities and Indigenous Peoples*

Partner is required to respect the rights of local communities and indigenous peoples (potentially) affected by Partner's business activities, to avoid any (potential) negative impact on their health, safety and living conditions, including land, forests and/or waters that serve as a person's livelihood, and must not unlawfully engage in or contribute to any forced eviction of such local communities or indigenous peoples. In fact, Partner shall ensure that free prior and informed consent is obtained from existing users for the respective use, which must always be adequately compensated.

6. Fair Working Conditions (Remuneration and Working Hours)

Autoneum is committed to employ all work force under fair working conditions, fulfilling as a minimum the national legal standards in the country of employment and expects all of its Partners guarantee the same.

For this reason, but without limitation, the Partner shall:

- Compensate all employees fairly under consideration of local wage regulations and/or collective agreements, including those relating to minimum wages and legally mandated social benefits. In their absence, the wages shall always be high enough to meet at least the basic needs and to provide some discretionary income;
- Review wages and social benefits on a regular basis to ensure compliance;
- Undertake no deductions from wages as a disciplinary measure unless otherwise foreseen in national law;
- Ensure that working hours, including overtime and days of rest, do not exceed applicable legal limits. In their absence, the weekly working hours shall not exceed 60 hours, including overtime;
- Ensure that employees are allowed at least one uninterrupted day off per week and that medical or maternity leave or other absences are granted in compliance with the applicable law; and
- Provide employees with a written wage statement that includes sufficient information to verify accurate compensation for work performed.

7. Freedom of Association and Right to Collective Bargaining

Autoneum recognizes freedom of association and collective bargaining as a fundamental human right. Employees must be free to form, join and run employee organizations or works councils, to join labor unions and to collectively bargain or seek representation in accordance with local laws.

For this reason, but without limitation, the Partner shall:

- Respect its employees' freedom of association as per ILO Conventions on [Freedom of Association](#) and on the [Right to Organize and Collective Bargaining](#);
- Actively recognize its employees' right to collective bargaining without interference, discrimination, reprisal, or harassment;
- Enable and support the development of appropriate and legally permitted means for worker representation, where the right to the above mentioned rights are restricted under the applicable law; and
- Not permit the use of security forces to interfere with the right of association, collective bargaining or strike.

III. PROTECTION OF THE ENVIRONMENT

Autoneum recognizes the serious environmental challenges the world faces today and wants to play its part in mitigating the effects of climate change and preserving natural resources. Autoneum pursues ambitious targets to improve the sustainability of its production processes, thereby enhancing operational excellence and continuously reducing our environmental footprint. In order to achieve our goals, we also require our Partners to contribute to the protection of the environment as follows:

1. Environmental Risk Management

The Partner must systematically identify and assess environmental risks for its own production and its upstream supply chain and establish suitable measures to prevent or, if this is demonstrably not possible, minimize any environmental threats.

Partner must further obtain, keep current and comply with all required environmental permits and with all applicable environmental laws and regulations.

2. Decarbonization and Management of Air and Noise Emissions

The Partner must develop suitable corporate greenhouse gas (GHG) reduction targets for its scope 1, 2 and 3 emissions to support achievement of the Paris Agreement goals throughout its entire product life cycle as well as within its upstream supply chain (e.g. through life cycle assessments (LCAs)) and regularly monitor and report related emission data to Autoneum on a product by product level. Partner shall strive to establish approved science-based targets in this regard.

Partner shall further set non-renewable energy reduction targets as well as carbon footprint requirements within Partner's own supply chain. Renewable energy use as well as energy efficiency data must be provided to Autoneum on a regular basis.

Additionally, the Partner shall identify, manage, reduce and responsibly control any air and noise emissions to ensure that they comply with applicable local laws and regulations.

3. Responsible Use of Resources

The Partner must implement a systematic approach to identify, control, reduce and responsibly dispose of or recycle waste (non-hazardous), ensure that no waste is disposed of illegally and responsibly handle resources through reducing energy, water, natural resource and raw material consumption in general as well as focusing on increasing innovation and efficiency for continuous improvement in this regard.

Where possible, Partner shall implement measures supporting the responsible use of resources, such as but not limited to the use of renewable energy or recycled materials, biomaterials from renewable sources, promotion of the re-use or recycling of water, use of rainwater, etc. and consider a life cycle thinking approach when designing its products or services. The Partner's resource management system shall be subject to regular reviews and updates as necessary.

4. Biodiversity, Deforestation and Soil Protection

The Partner must ensure that it does not contribute to or benefit from the illegal conversion of natural ecosystems, including illegal deforestation, which is the conversion of forests into usable areas. A proper due diligence must be implemented in relation to its supply chain and to the extent risks are identified, appropriate measures must be taken to support long-term protection of these ecosystems. Partner must further exclude the use of deep-sea raw materials in its production.

Suppliers shall also routinely assess their impact on soil quality, in particular to prevent soil erosion, nutrient degradation, subsidence and contamination.

5. Animal Welfare

The Partner must not provide any raw materials, components or parts to Autoneum, which involved testing on animals in their research or development. Partners using animal products in their supply chain shall strive to apply alternative products as far as possible, however, if the use of such cannot be avoided, ensure at least compliance with:

- The five freedoms of the Animal Welfare Committee (AWC) to assess animal welfare;
- The standards of the World Organization for Animal Health (OIE) (Terrestrial Animal Health Code and Aquatic Animal Health Code); and
- The 3R principles for animal testing (Reduction, Refinement, Replacement).

6. Handling Hazardous Substances

Autoneum's Partners are required to:

- Identify, label, manage, reduce, re-use, recycle and/or responsibly dispose of all materials, chemicals and other substances in accordance with the applicable regulations;

- Identify and manage potentially hazardous materials, chemicals and other substances to ensure safe handling, movement, storage, recycling and disposal thereof, and
- Comply with all applicable laws, regulations and standards (environmental regulations on critical, prohibited or hazardous material and substances, REACH (EC 1907/2006), GADSL, IMDS, etc.).

IV. MATERIAL COMPLIANCE

Autoneum is committed to comply with regulatory and customer requirements regarding the prohibition and restriction of substances, including hazardous substances, waste and conflict materials. Partners shall ensure that the products provided to Autoneum are in compliance with all requirements covered under the scope of all relevant regulations.

For this reason, but without limitation, the Partner shall:

- Ensure that all materials, chemicals and other substances used are in compliance with Autoneum’s Compliance Process Manager tool ([CPM tool](#)) and are correctly reported in Autoneum’s IMDS system;
- Obtain critical raw materials, especially conflict minerals (3TG), as well as aluminum, chromium, cobalt, copper, leather, lithium, manganese, mica, natural rubber, natural graphite, nickel, platinum group metals, rare earth, steel/iron and zinc, only from audited sources, ideally confirmed by certification of an independent third party;
- Comply with Autoneum’s reporting requirements regarding “Conflict Minerals and Cobalt” as defined in Autoneum’s 3rd Party Due Diligence Manual available under Autoneum’s Supplier Portal;
- Fully comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding “Conflict Minerals” as defined in Section 1502 as well as with the EU Conflict Minerals Regulations or other applicable local laws, regulations and directives on conflict minerals;
- Fully comply with the conventions of Minamata (mercury), Stockholm (persistent organic pollutants) and Basel (hazardous waste);
- Implement a policy regarding management of environmental risks as well as conflicted materials and respond in a timely manner to Autoneum’s request for evidence of compliance herewith.

V. BUSINESS ETHICS AND RESPONSIBLE BUSINESS CONDUCT

Autoneum expects the highest standards of ethical conduct in all of its endeavors. The Partner shall always be ethical in every aspect of its business, including relationships, practices, sourcing and operations.

1. Bribery, Corruption and Money Laundering Prevention

Autoneum takes a zero tolerance approach towards corruption, bribery, money laundering and extortion.

For this reason, but without limitation, the Partner shall:

- Not give or receive anything of value with the intention to improperly influence negotiations, decisions or any other dealings with any business partner, irrespective of such business partner is in the public or private sector;
- Refrain from any forms of bribery, facilitation payments, kickbacks, fraud, embezzlement, money laundering, or other corruption crimes and specifically ensure that payments or gifts to customers, government officials and any other party are in compliance with applicable laws, and, where applicable, with a business partner's internal policies; and
- Adhere to all applicable anti-corruption and money laundering laws and regulations of the countries in which the Partner operates, including, without limitation, the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act as well as any applicable international anti-corruption conventions.

2. Accurate Record Keeping

Autoneum regards accurate record keeping as essential for maintaining a transparent and ethical supply chain. Partners must maintain accurate and complete records of all transactions related to their business. This includes, but is not limited to, financial transactions, timekeeping, inventory management, shipping and delivery, and any other documentation required for business operations. Partners must not falsify records at any time. If falsified records related to transaction with Autoneum are discovered, such must be reported immediately.

3. Fair Competition

Fair competition is a cornerstone of Autoneum's business and supply chain operations and Partner is required to compete fairly and ethically in all business transaction with us and other market players.

For this reason, but without limitation, the Partner shall:

- Refrain from engaging in any anti-competitive behavior, such as price-fixing cartels, market allocation, bid-rigging, exchange of competitively sensitive information with competitors or other forms of collusion or unfair trade practices; and
- Comply with laws protecting and promoting fair competition as well as all applicable antitrust laws.

4. Protection of Data and Intellectual Property

The protection of data and intellectual property as well as data security are critical for maintaining the trust of business partners and ensuring the long-term success of Autoneum's business ventures.

For this reason, but without limitation, the Partner shall:

- Protect the confidentiality, integrity, and availability of all data and information, including any personal or sensitive information and comply with all applicable data protection and security laws and regulations;

- Implement and maintain appropriate state-of-the-art data security measures, including physical, technical, and organizational controls, to prevent unauthorized access, disclosure, alteration, or destruction of data;
- Use information provided only for the agreed purpose;
- Respect intellectual property rights, manage know-how in a manner that protects intellectual property rights and in accordance with applicable national or international laws on the protection of intellectual property; and
- Make sure that intellectual property rights of third parties are only used if and to the extent authorized to do so.

5. Conflicts of Interest

Partner must take decisions solely on objective grounds and avoid any kind of influence through personal interests. For the purpose of this Code, “personal interest” may refer by way of example (non-exhaustive list) to a Partner’s employee holding a substantial equity, debt, or other financial interest in Autoneum or vice versa or the existence of a special or close (e.g. family) relationship between an employee of the Partner and employee of Autoneum involved in a business transaction, etc.

Any potential or actual conflicts of interest in relation to dealings with Autoneum or Autoneum’s other business partners must be reported immediately and managed appropriately in consultation with Autoneum.

6. Export Control, Trade Regulations and Sanctions

Partner must comply with all applicable export control laws and regulations, including those related to the export of goods, services, software and technology. Partner must also comply with all applicable trade compliance laws and regulations, including those related to import and export restrictions, economic sanctions and anti-boycott laws. In order to ensure compliance, appropriate due diligence on third parties must be conducted.

7. Counterfeit Parts

Partner must not use counterfeit parts or components in any product supplied to Autoneum.

VI. IMPLEMENTATION OF THE CODE

1. Audit and Information Rights

In order to ensure and demonstrate compliance with the Code, the Partner shall keep record of all relevant documentation and provide supporting documentation to Autoneum on request. Partner further commits to fully and truthfully complete questionnaires on relevant topics upon Autoneum’s request.

Autoneum reserves its right to audit and inspect the Partner’s operations and facilities upon reasonable notice, whereby each Party will be bearing its own costs. If the results of such an audit or inspection show that the Partner does not comply with the Code, the Partner shall

immediately take the necessary corrective actions as directed by Autoneum. Autoneum may support Partners in developing their capabilities and improving their performance. Non-compliance with the Code may lead to damage claims, suspension and/or termination of Autoneum's contractual relationship with the Partner.

2. Reporting of Violations

Unless prohibited by applicable law, the Partner shall immediately inform Autoneum about any (potential) breaches of this Code and collaborate with Autoneum in any subsequent investigations and immediate implementation of remedies as necessary.

Partner's employees or any other party concerned are encouraged to speak up and may further use Autoneum's Speak-Up Line available under <https://speakupline.autoneum.com> to report, even anonymously, any concerns regarding this Code and/or any violations witnessed or suspected. Any information provided via the Speak-Up Line will be treated confidential. More information related to the Speak-Up Line is available when clicking on the above link.

Partner is obliged to inform its employees and other stakeholders about the possibility to report violations in accordance with the above or provide similar means of reporting.

3. Protection of Whistleblowers against Retaliation

Speaking up is essential for Autoneum to sustain its reputation, success and ability to operate – both now and in the future. For this reason, it is of utmost importance that anyone reporting violations of the Code in good faith must be protected from retaliation. Therefore, Partner must not tolerate any form of threat, disciplinary actions, discrimination, harassment, penalization or other form of retaliation as a result of speaking up.

4. Training

Partner must ensure that all relevant employees receive regular and appropriate training regarding the subject matters dealt with in this Code. The extent and nature of such training will mainly be depending on the risks employees are facing in their respective roles. The training participation must be recorded.

5. Supply Chain Responsibility

Partner shall establish a process to communicate the requirements set out in this Code throughout its supply chain and require its suppliers, sub-suppliers, service providers as well as any other stakeholders within its supply chain, including the owners and/or board or other management members of such companies to comply and adopt respective systems and practices to ensure compliance with this Code. Adherence shall be appropriately monitored. Upon request, respective evidence must be provided to Autoneum.
