

## Code of Conduct for Suppliers

The Freudenberg Group is a company operating on a global basis. Legal compliance, integrity and sustainability are deeply embodied in Freudenberg's corporate culture. The Freudenberg Group's **Guiding Principles and our Code of Conduct** reinforce our permanent commitment to adhere to laws, to promote fairness, respect cultural differences, to assume social responsibility and to protect the environment and the well-being of the people who work with and for us along the supply chain. As a signatory to the United Nations Global Compact, Freudenberg has commitment to upholding the ten principles relating human rights, labor, the environment and combating corruption. These principles create the framework conditions for an atmosphere characterized by trust and confidence, which promotes teamwork, innovation, customer-centricity, and the long-term success of our company.

The introduction of supply chain laws and guidelines in Europe and North America has also created minimum regulatory standards in this respect.

Freudenberg FST GmbH and all affiliated companies of the Freudenberg Sealing Technologies Business Groups worldwide (hereinafter collectively referred to as "FST"), expects all its Suppliers to act with the same integrity, fairness, responsibility, honesty and commitment to sustainability.

The principles formulated in this Code of Conduct for Suppliers of FST ("**Code of Conduct**") form an important part of FST's supplier selection and evaluation. The Code of Conduct applies worldwide and is directed at both manufacturing suppliers and service providers of all types, including consultants, intermediaries, and other business partners ("**Suppliers**"). It is a mandatory element in all of FST's purchasing contracts. FST expects its Suppliers to comply with all the principles and requirements described below and to address these appropriately to their subcontractors and sub-suppliers:

### Adherence to Laws and Rules

FST's Suppliers shall comply with all applicable laws, rules and legal provisions in the countries in which they operate and shall take appropriate measures to ensure compliance with internationally established environmental, social and corporate governance (ESG standards) with the aim of continuously developing their sustainability performance.

### Corruption, Bribery, Embezzlement and Fraud

FST rejects any form of corruption, bribery, embezzlement, theft, or extortion and expects the same from its Suppliers. Suppliers must comply with applicable anti-

corruption laws, including those that target bribery abroad. In particular, this includes the UK Bribery Act 2010 as well as the U.S. Foreign Corrupt Practices Act. Most importantly, Suppliers shall not offer, give or accept any bribes, kick-backs or other illegal payments, inducements, gifts, entertainment, favors or other benefits or gratuities of value in order to realize business opportunities or in any connection to FST's business activities.

### Conflicts of Interest

FST's Suppliers make business decisions solely on a basis of objective criteria and are not influenced by personal interests and relationships. They shall immediately disclose any actual or potential conflict of interest in connection with their work for FST.

### Fair and Free Competition

FST's Suppliers respect fair and free competition and comply with the laws that protect and promote it, in particular the applicable antitrust laws. They do not enter into any anti-competitive agreements with competitors, suppliers or customers, do not exchange any information relevant to competition and do not abuse any market-dominant position that may exist.

### Money Laundering and Terrorist Financing / Financial Records

FST's Suppliers shall ensure that the respective applicable provisions for the prevention of money laundering and terrorist financing are complied with. They keep financial records and draw up reports in accordance with applicable laws.

### Export Control and Customs Duties

FST's suppliers take care to ensure that all regulations governing the import and export of goods, services and information are complied with. They fulfill the obligations of the customs and foreign trade laws in all countries where they have business activities. They also observe the sanctions lists.

### Data Protection

FST's Suppliers observe the applicable laws governing the protection of personal data of employees, customers, business partners and other data subjects.

### Security and Protection of Information, Trade Secrets, and Intellectual Property

FST's Suppliers shall protect FST's and third parties' know-how, patents, other intellectual property and confidential information, in particular trade and business secrets, and shall store such information in a secure manner. If applicable, Suppliers

will implement a reliable information security management system in accordance with ISO27001 or TISAX and ensure that the relevant information is protected in all business processes. The Supplier's intention is to avoid data protection breaches and attacks on IT systems. They are obliged to treat all non-public technical and commercial information that become known to them in the course of their business relationship with FST as confidential. They do not publish confidential information without authorization, nor do they forward it on to third parties without authorization or make it available in any other form.

## **Human Rights / Fair and Safe Working Conditions**

Respect for internationally recognized human rights, in particular the Guidelines on Children's Rights and Business Conduct, United Nations Guiding Principles on Business and Human Rights and International Labour Organization (ILO) labor standards, is the basis of all business relationships for FST. FST's Suppliers undertake to respect the rights of their employees and to treat them in accordance with the aforementioned guidelines.

### **Prohibition of Child Labor**

Child labor is prohibited. The minimum age for admission to employment in accordance with the respective applicable legal regulations is observed. If there are no legal regulations in place, Convention 138 of the International Labour Organisation (ILO) applies correspondingly. According to this convention, the direct or indirect employment of children under the age of 15 is generally not permitted. Employees under the age of 18 years shall only perform work in accordance with the legal requirements of their country of employment (in particular with regard to working hours and conditions) and shall observe education and training requirements. Their health and safety must never be in question.

### **Prohibition of Slavery and Forced Labor**

FST does not tolerate slavery, bondage, forced labor - in any form - or human trafficking in its supply chain, nor does FST accept debt or contractual bondage or involuntary prison labor. In fact, work must always be performed voluntarily. FST expects its Suppliers not to withhold any personal property, passports, wages, training certificates, employment or other documents belonging to their employees without a material reason.

### **Freedom of Association**

In accordance with local laws, Suppliers must respect the right of their employees to choose freely, without discrimination, threats and intimidation or other retaliatory measures, to join or not to join a trade union/workers representation of their choice or

to form a trade union. Suppliers must recognize and respect the free activity of trade unions in accordance with the law of the place of employment, in particular the right to strike and the right to collective bargaining.

### **Equal Opportunities and Prohibition of Discrimination**

FST expects its Suppliers not to tolerate discrimination or unequal treatment in their own business area, in particular on the grounds of national or social origin, ethnic and cultural affiliation, religion or belief, political opinion, sexual orientation, trade union activities or as a result of age, gender or any mental and physical abilities.

### **Occupational Safety and Health Protection**

FST's Suppliers shall ensure safety and health protection in the workplace, at least within the scope of the applicable laws. FST requires its suppliers to prevent occupational accidents, health hazards and work-related illnesses among employees.

### **Violence and Harassment at the Workplace**

FST does not tolerate violence in the workplace, neither in its own business premises nor in the supply chain. This includes direct or indirect threats, threatening behavior, intimidation, physical attacks and any form of harassment.

### **Fair Pay and Working Hours**

FST's Suppliers shall ensure that their employees are adequately remunerated, at least conforming to the statutory minimum wage provisions of the place of employment. In the absence of such regulations, remuneration shall be based on the remuneration and benefits customary in the industry-sector and location. Working hours shall at least comply with the applicable laws or industry standards of the respective national economic sectors.

## **Ecological Responsibility and Environmental Protection**

FST takes responsibility for making its business activities as environmentally friendly as possible and also expects the same from its Suppliers.

FST's Suppliers ensure compliance with the national and international environmental laws, regulations and standards applicable to them and shall apply the principle of sustainability to conserve resources and minimize environmental impact in their production processes and products and/or services. In particular, they ensure compliance with the legal requirements for waste disposal and for the storage and handling of hazardous substances.

Suppliers of FST shall be able to evaluate and document their environmental activities in order to derive measures for continuous improvement and to implement them (e.g. by means of an environmental management system according to ISO 14001). These measures include reducing greenhouse gases and other emissions, increasing energy efficiency, using renewable energy, increasing the use of sustainable raw materials and recycled materials, reducing water consumption, and reducing waste. Suppliers shall provide these metrics upon request by FST for life cycle assessments.

## **Product Conformity and Safety of Products**

It is not only a legal obligation for FST, but also its own aspiration to comply with the legal and official regulations as well as its internal standards that apply to FST products. This requires that FST's Suppliers, for their part, develop, manufacture and supply products that meet the respective state-of-the-art requirements in terms of product integrity, conformity and safety. FST's Suppliers shall observe the product safety, regulatory and technical provisions applicable in the country of manufacture as well as at the place of performance, in particular the applicable laws concerning the safety, labeling and packaging of products as well as the use of hazardous substances and minerals.

## **Due Diligence Obligations regarding Supply Chains and Minerals from Areas of Conflict and High-Risk Areas**

FST expects its Suppliers – as well as FST itself – to implement appropriate and effective due diligence and risk management processes to identify and minimize risks of violations of human rights-related and environmental obligations in their supply chains, and to prevent, stop or minimize the extent of violations of human rights-related or environmental obligations. This includes implementing appropriate complaint mechanisms and reporting based on applicable laws and guidelines.

As part of the general due diligence obligations along the supply chain, FST expects its Suppliers to be aware of the applicable legal requirements regarding minerals from conflict-affected and high-risk areas, such as the Dodd-Frank Act, to ensure compliance with these laws, to follow the recommendations of the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas", and to avoid any minerals originating from conflict-affected smelters in their business relationship with FST. Suppliers to FST shall also take particular care to avoid both direct and indirect financing of armed groups. Upon request, Suppliers shall provide FST with information on smelters or refineries used by them or their subcontractors for minerals such as tin, tantalum, tungsten, gold (3TG) and cobalt.

## **Compliance with the Code of Conduct by Supplier**

### **Obligation of the Suppliers**

FST's Suppliers confirm that they possess or will implement appropriate and effective processes and organizational structures that will ensure compliance with this Code of Conduct. They shall make sure that their employees are aware of and comply with the principles of conduct set out therein and shall help them to act lawfully and with integrity. The fulfillment of the requirements of this Code of Conduct shall be a key element for the selection of a subcontractor. This applies in particular to FST's human rights and environmental expectations expressed in this Code of Conduct.

### **Control Mechanisms**

Suppliers support FST in implementing statutory and other due diligence processes through active participation in related initiatives, e.g., self-assessment questionnaires. FST reserves the right, on a case-by-case basis, to verify compliance with the laws and the requirements specified in this Code of Conduct after prior notice at the Supplier's premises or by external experts and with the presence of representatives of the Supplier in accordance with the applicable legal provisions on site.

### **Training and further Education**



Suppliers shall elaborate and carry out appropriate training measures to provide their managers and employees with an adequate level of knowledge and understanding of the applicable principles of this Code of Conduct, applicable laws and other regulations and generally accepted standards.

### **Measures in the Event of Infringement**

FST considers compliance with the principles contained in this Code of Conduct to be essential for the respective contractual relationship. If Suppliers violate the principles contained in this Code of Conduct, FST is entitled - without prejudice to any other contractual remedies – to terminate the business relationship with the respective Supplier by way of extraordinary termination. It is at the discretion of FST to waive termination and instruct the Supplier to create and implement a concept immediately which will end or minimize the violation and prevent future violations. For the duration of the implementation of the concept, FST is free to temporarily suspend the business relationship. If Suppliers become aware of violations of the principles contained in this Code of Conduct by one of their sub-suppliers, the Suppliers shall work towards bringing the sub-supplier's conduct into line with the obligations arising from this Code of Conduct.

## Complaint Mechanism

FST encourages anyone who identifies violations of the provisions of this Code of Conduct to report them to the Freudenberg Corporate Ethics Office (Contact by e-mail: [CorporateEthicsOffice@freudenberg-compliance.com](mailto:CorporateEthicsOffice@freudenberg-compliance.com)). Further information is available at [www.freudenberg.com](http://www.freudenberg.com). Whistleblowers can also report human rights and environmental risks as well as violations of human rights or environmental obligations under the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz), that have arisen as a result of FST's economic activities in its own business premises or through a direct or indirect Supplier of FST to the Freudenberg Corporate Ethics Office.

<p>Chief Operations Officer Freudenberg Sealing Technologies</p>	<p>Global Director Supplier Development &amp; Governance Freudenberg Sealing Technologies</p>
<p> Dr. Matthias Sckuhr</p>	<p> Thomas Bleimling</p>

Herausgeber: Freudenberg FST GmbH  
69469 Weinheim  
Höhnerweg 2-4

**Compliance Statement:**

We hereby confirm in the name and on behalf, that we will comply with the requirements of  
the **“Supplier Code of Conduct”**  
of Freudenberg Sealing Technologies (formerly Corporate Compliance Policy) available at  
<https://www.fst.com/company/suppliers/>. Proper authorization is assured.

Company: \_\_\_\_\_

Address:  
(Company stamp) \_\_\_\_\_  
\_\_\_\_\_

Legally binding  
Signature & date: \_\_\_\_\_, \_\_\_\_\_

Name and function  
of the undersigned \_\_\_\_\_

If applicable and mutually agreed, comments and/or amendments are attached in the  
appendix from: \_\_\_\_\_