

## **MERAXIS Supplier Code of Conduct**

### **I. Preamble**

MERAXIS is a company operating worldwide in a wide variety of countries and cultures. MERAXIS is aware of this and expects its employees and business partners to treat the various regional mentalities with respect. MERAXIS acts locally, but always in the spirit of its universal corporate culture and globally applicable values and principles. This Supplier Code of Conduct therefore applies worldwide and must not be interpreted "regionally".

MERAXIS pursues a "zero tolerance" strategy with regard to unethical business conduct such as child labour, corrupt business conduct, anti-competitive agreements or similar. MERAXIS grants great importance to integrity in business-related activities. MERAXIS expects suppliers and service providers (hereinafter collectively referred to as "Supplier") to conduct their business in accordance with comparable standards and benchmarks as specified in this Supplier Code of Conduct. They are guided, among others, by the principles contained in the following international regulations:

- The so-called "Ten Principles" of the United Nations Global Compact.
- The OECD Guidelines for Multinational Enterprises of 25 May 2011.
- The United Nations Universal Declaration of Human Rights of 10 December 1948.
- The ILO Declaration on Fundamental Principles and Rights at Work of 18 June 1998.
- The UN Convention against Corruption of 31 October 2003.
- The United Nations Rio Declaration on Environment and Development of 14 June 1992.

### **II. Compliance**

In its business activities, the Supplier agrees to comply worldwide with the applicable laws in force at the time. It ensures compliance through measures appropriate to the risks of its business activities and its size.

### **III. Human rights**

As a MERAXIS supplier, when you are doing business you agree to commit in all countries to:

- respect the personal dignity, privacy and rights of the individual;
- refuse work which is the result of any form of coercion (prohibition of forced or compulsory labour);
- refrain from any employment of children below the local legal minimum employment age; if no minimum age is set by law, no children under the age of 15 will be employed;
- generally employ persons under the age of 18 only in compliance with local legal requirements applicable to such persons;
- refrain from any form of discriminatory behaviour on the basis of race, ethnic origin, gender and sexual orientation, religion, belief, ideology, disability, age, trade union membership, etc.
- refuse any form of sexual harassment;

## **IV. Working conditions**

As a MERAXIS supplier, you agree to ensure fair working conditions and occupational health and safety within the framework of the applicable laws and the principles mentioned in the preamble.

This includes:

- Compensation and remuneration as well as social security benefits that comply with the applicable laws or collective agreements or, where these are absent, are at least sufficient to cover basic needs.
- Compliance with the maximum working hours laid down by law or collective agreement.
- Granting of statutory holidays and annual leave at least within the scope of the statutory provisions.
- A working environment that allows workers to express their concerns about the employment relationship individually or collectively according to the legal provisions in force on collective representation and union membership and without fear of discrimination in any form.
- Respect for the right of employees to terminate their employment relationship within a reasonable period of time.
- Appropriate organisational and other measures according to the provisions regarding the management of occupational health and safety risks at the workplace, in any case at least compliance with the statutory regulations applicable to the workplaces in question.
- Ensuring that workers are aware of workplace risks and have received adequate training to prevent them.

## **V. Environmental standards**

As a MERAXIS supplier, you agree to use natural resources carefully and sustainably and you agree to act in an environmentally friendly manner in the sense of increased corporate responsibility, promoting of environmentally friendly, especially energy- and water-saving technologies.

Optimum environmental protection must be guaranteed at all stages of the production process. This includes the prevention of accidents that may have a negative impact on the environment and the reduction of emissions in general. Potential environmental hazards are systematically identified and eliminated.

You strive to reuse and recycle materials.

All products along MERAXIS' supply chain must comply with the environmental regulations and standards of their respective market segments and countries of origin, processing and use. A separate hazardous substance management system ensures that hazardous substances can be safely handled, transported, stored, reprocessed or reused or disposed of.

The supplier agrees to continuously take measures to ensure monitoring measure and to reduce its CO2 emissions.

## **VI. Material Compliance**

The purpose of material compliance is to ensure safe handling of substances and products used in MERAXIS products. The material compliance requirements are equivalent to other material or product requirements. The material compliance standard is a legal requirement (e.g. REACH, RoHS etc.). The supplier is obliged to be updated with the current guidelines, laws and standards. It is the supplier's duty of care not to use prohibited substances or to pay attention to corresponding restrictions and to point them out. Products and raw materials of unknown origin and/or composition, or raw materials for which insufficient material data is available, may generally not be used.

## **VII. Conflict minerals**

The supplier agrees to do everything in its power to prevent the use of so-called conflict minerals. This applies in particular to raw materials such as columbite-tantalite (coltan, niobium, tantalum), cassiterite (tin), gold, wolframite (tungsten) from the DR Congo and its neighbouring states. This is based on Section 1502 of the US "Dodd-Frank Act" of 2010, the Regulation (EU) 2017/821 of 17 May 2017 and comparable national and international statutory obligations.

You further agree not to purchase any materials from illegal sources.

## **VIII. Business ethics**

### **a) Corruption:**

You agree to observe the applicable national and international anti-corruption laws, regulations and standards.

As a MERAXIS supplier, you agree to consistently reject any form of bribery, unlawful acceptance or granting of benefits in your business activities. You ensure that neither you nor your employees, boards, business partners or third parties on your behalf or with your knowledge or acquiescence directly or indirectly grant benefits of any kind to public officials or employees of the state or state enterprises in order to obtain a business advantage or to influence the decision of the recipients of the advantage in their respective function.

As a MERAXIS supplier, you are committed to fighting all forms of corruption, including extortion, bribery and embezzlement.

You agree to take appropriate measures in your company to ensure that your employees and business partners are aware of the rules applicable in the field of corruption and you agree to comply with these rules.

When dealing with MERAXIS employees you agree not to:

- give gifts that go beyond usual occasional gifts of minor value;
- issue invitations and provide hospitality that go beyond what is customary in business;
- issue invitations that include travel or accommodation expenses;
- issue recurring invitations to events that are exclusively or predominantly for entertainment purposes;
- issue invitations which include the partners of the invited person.

## **b) Free competition**

As a supplier of MERAXIS, in the interest of free competition, you agree to refuse any anti-competitive behaviour such as price agreements, market-sharing, price fixing, etc.

As a supplier of MERAXIS, you agree to pursue a zero tolerance policy with regard to competitive agreements and instruct your employees accordingly.

## **c) Money laundering**

The supplier agrees to respect the applicable laws and regulations in the area of money laundering.

## **d) Miscellaneous**

You agree to disclose potential conflicts of interest in connection with MERAXIS' business activities without being requested to do so.

As a supplier of MERAXIS, the protection of the trade secrets of MERAXIS and its business partners is a matter of concern to you.

You also respect the intellectual property rights of others.

As a supplier of MERAXIS, you agree to comply with the applicable data protection regulations.

## IX. Final provisions

1. For its part, the supplier undertakes to enforce analogous principles towards its own suppliers and service providers.
2. MERAXIS reserves the right to verify compliance with this Supplier Code of Conduct by taking appropriate measures.
3. If the supplier fails to comply with this Supplier Code of Conduct, MERAXIS has the right to terminate existing contracts with the supplier without notice.
4. This Supplier Code of Conduct shall enter into force when signed and shall remain in force as long as the supply relationship between the supplier and MERAXIS remains. It replaces the Sustainability Agreement that may have been concluded earlier.
5. Swiss law applies.

(Signature)

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