
EVP GROUP GMBH AND ALL LEGALLY AFFILIATED COMPANIES
SUPPLIER CODE OF CONDUCT

TABLE OF CONTENT

1.	Introduction and general supplier duties	2
2.	General legal obligations	2
3.	Labour obligations	2
3.1	Forced labour and disciplinary measures	3
3.2	Child labour	3
3.3	Occupational Health and Safety	3
3.4	Working hours	3
3.5	Remuneration	3
3.6	Employment Contracts	4
3.7	Freedom of association and the right to collective negotiations	4
3.8	Complaint mechanisms	4
3.9	Information	4
3.10	Discrimination	4
3.11	Control	4
4.	Business obligations	4
4.1	Anti-Corruption	5
4.2	Free competition	5
4.3	Intellectual property	5
4.4	Financial compliance	5
4.5	International trade laws	5
5.	Environmental protection	5
5.1	Protection of Resources	5
5.1.1.	Ingredients/ Materials	6
5.1.2.	Special requirements	6
5.2	Biodiversity	7
6.	Climate protection	7
7.	Animal protection	7
8.	Management	7
9.	Implementation of the requirements	8
10.	Guiding framework	8

1. Introduction and general supplier duties

In accordance with our corporate principles at **EVP Group GmbH (EVP)**, we want to act as an exemplary community in our environment. We recognize social and ecological responsibility and fairness as the foundation for the future viability of our society. Our goal is to reconcile economic, ecological and social responsibility.

We place great value on ensuring that the procurement as well as the production and working conditions of our products are socially and ecologically compatible. We consider sustainability along the entire value chain, from the extraction of raw materials to the recycling / disposal of product and packaging.

In doing so, we can only meet the responsibility for our products together with our business partners. We expect our partners to comply with and uphold the following principles. These do not apply as a maximum requirement, but should be exceeded wherever possible.

This Code of Conduct ("**CoC**") for Suppliers defines requirements which are to be met by all EVP suppliers ("**SUPPLIER**"). The requirements do represent own EVP standard requirements as well as requirements from EVP customers that EVP is obliged to ensure in its upstream supply chain. It is expected that these requirements shall also be met by subcontractors and own suppliers used by the EVP suppliers. The cooperation between EVP and its suppliers is based on a culture of trust, mutual respect, openness, a fair balance of reciprocal interests and equal opportunities. Safeguarding the standards outlined in this CoC is a prerequisite for mutual, lasting and successful cooperation.

SUPPLIER shall integrate the obligations arising from this CoC into its company policy and management systems as well inform its organization accordingly. Obligations arising from this CoC or from national and international statutes may not be circumvented through the use of contracts, false education programmes or else.

SUPPLIER shall keep adequate records to substantiate compliance with this CoC and national and international statutes. SUPPLIER agrees that EVP may verify compliance with this CoC using measures deemed appropriate by EVP. Such measures may also include the review of SUPPLIER'S records and announced inspections - or in case of assumed material breach of this CoC unannounced inspections - of the suppliers' premises by organization or persons appointed by EVP, e.g. by EVP customers.

Violation of this CoC may provide EVP with a reason to terminate the business relationship, including any subordinate delivery agreements.

2. General legal obligations

The SUPPLIER shall comply with all applicable laws and regulations in all countries in which the SUPPLIER is operating. The SUPPLIER ensures compliance with and monitoring of the principles of the CoC throughout the entire supplier and production chain.

3. Labour obligations

As far as products or components are manufactured in a state outside the European Economic Area (including Switzerland and Great Britain) and outside Japan, Australia, New Zealand, South Korea, Canada and the USA, SUPPLIER has to present to EVP upon request for the company locations located in these states additionally both for itself and for its own suppliers a current social standard certificate at least according to the standard SA 8000 or a comparable standard. We consider, in particular, Sedex – which we cooperate and work with - to set a comparable standard and expect the SUPPLIER to also cooperate and work with Sedex in order to comply with the obligation all along the production lines.

Under no circumstances may products and components including raw materials or agricultural origin products have been produced or manufactured by means of child labour or slavery-like exploitation. SUPPLIER has to apply suitable testing measures for this purpose and has to extend them to the pre-suppliers in the upstream supply chain. If SUPPLIER has only the slightest suspicion, he must inform EVP immediately.

3.2 Forced labour and disciplinary measures

The service of an employee must be given willingly. Any form of forced or involuntary labour (“modern slavery”) is prohibited. The use of physical punishments, mental or physical duress, verbal abuse, harassment and threat of penalty (e.g. by withholding identification papers) is prohibited. Employees are to be treated with respect and dignity. Disciplinary measures may only be taken in accordance with national laws and internationally recognized human rights.

3.3 Child labour

The exploitation and employment of children under the age of 15 or below the age of completion of compulsory education (child labour) is prohibited. Should the national statutes impose a higher age, such statutory age shall apply. If children are encountered at work, SUPPLIER shall document the steps it takes to provide relief for the children which enables them to attend school. The rights of young employees are to be protected. In particular, adolescents must not be exposed to dangerous, unsafe and unhealthy situations.

In the event of a violation, the SUPPLIER shall immediately implement and document appropriate remedial measures. These remedial measures must also serve to rehabilitate and socially integrate the children and adolescents and enable them to complete general schooling in accordance with national standards.

3.4 Occupational Health and Safety

SUPPLIER must guarantee health and safety in the workplace. Rules and procedures to ensure health and safety must be introduced and communicated to the employees in order to prevent accidents and injuries during work. All applicable provisions relating to occupational health and safety must be complied with.

A safe and hygienic working environment must be provided. The workplace must not endanger the safety and health of employees in any way. Occupational safety drills must be conducted regularly and measures must be taken to prevent accidents during employment and occupational illnesses. This shall include protection against fire and toxic substances. Lighting, ventilation and heating systems shall be adequate and used as needed. Clean toilets and access to potable water in sufficient quantity shall be provided. If sleeping quarters are provided, hygienic and safe conditions are mandatory.

Systems are to be instituted to determine and prevent, or to react to, potential risks to the health and safety of the employees.

3.5 Working hours

Working hours shall correspond with the current national statutes and industry standards. In each case the strictest regulation shall apply. Under no circumstances may employees be required to work more than 48 hours per week on a regular basis. Overtime must be worked on a voluntary basis and may not amount to more than 12 hours per week. Overtime may also not be required on a regular basis. All overtime shall be compensated with allowances and/or in time in accordance with legal or industry standards. Overtime without adequate wage or time compensation is prohibited. Every employee shall have the right to at least one free day after six successive work days.

3.6 Remuneration

The remuneration for regular work hours and overtime must correspond to the statutory minimum or industrial standards, depending which of the two is higher. The remuneration for overtime shall be in accordance with statutory specifications or industrial standards. The statutory minimum wages must be adhered to. Basic wages must also cover the cost of living and additionally leave a portion for employees to dispose of freely. Equal pay for men and women for work of equal value must be ensured. Unauthorised deductions in remuneration as well as deductions in remuneration as a disciplinary measure are forbidden. The employees must receive all services specified in law. The business partner shall ensure that the employees receive clear, detailed and regular information in writing regarding the composition of their remuneration. The remuneration must be paid in accordance with all applicable statutes as well as in a means suitable for the employees.

3.8 Employment Contracts

An employment contract must be provided to employees in written form (the employment contract must contain at least: Name, date and place of birth, home address, start of employment, duration of the employment contract, working hours, content of the work, salary and remuneration, vacation entitlement, terms of termination, signature of the employee and the employer). In the case of contract work, the business partner must ensure that the contractual partner complies with the above requirements.

3.9 Freedom of association and the right to collective negotiations

The right of the employees to establish organisations of their choice, to join them and to conduct collective negotiations must be respected. In situations where the rights to freedom of association and collective negotiations are limited by law, other opportunities must be granted for the independent and free union of the employees for collective negotiation. Employee representatives are to be protected against discrimination. They are to be granted free access to the workplaces of their colleagues, in order to ensure that they are able to utilise their rights in a legal and peaceful form.

3.10 Complaint mechanisms

Business partners shall ensure the establishment of effective complaint mechanisms at the plant level throughout the supply and production chain for individuals and communities that may be affected by negative impacts. Employees who raise a complaint based on this CoC and / or applicable national / international law shall not be subject to any form of disciplinary or retaliatory action.

3.11 Information

The principles underlying the requirements of this section 3 must be freely accessible and clearly displayed in the respective national language at all business partner offices/production sites. In the case of illiteracy, these principles must be explained verbally.

3.12 Discrimination

All employees shall have the right to equal treatment and the same opportunities. Any discrimination on the grounds of gender, age, religion, philosophy, ideology, color, race, caste, social background, disability, ethnic and national origin, nationality, marital or family status, pregnancy and physical characteristics, membership of employee organisations including unions, political ethos, sexual identity or due to any other personal characteristics, for example with regards to employment, wages, access to further training, promotion, ending of the employment relationship or retirement, shall be prohibited.

3.13 Control

The SUPPLIER is obligated to carry out, or has carried out, checks at the production sites throughout the entire supply and production chain in order to ensure compliance with the requirements of this section 3 of this CoC. In addition, EVP reserves the right to carry out its own checks or to have them carried out at the expense of the business partners. The SUPPLIER shall ensure that EVP is granted the opportunity to do so. An inspection of compliance with the requirements of section 3 of this CoC can also be carried out in connection with a company audit by a recognized and independent testing institute specified and/or commissioned by EVP or by an independent external auditor commissioned by EVP.

In the event of indications of violations of this section 3 of this CoC, the SUPPLIER is obligated to immediately initiate measures to remedy the situation. Repeated violations or other violations that may noticeably impair the good reputation and positive image of EVP also entitle EVP to classify the continuation of the business relationship as no longer reasonable for EVP in parts or as a whole.

4. Business obligations

EVP stands for fair competition in the market without unlawful restrictions on competition, without corruption and without unfair production and distribution methods.

4.1 Anti-Corruption

Any form of or attempt at corruption including blackmail and bribery as well as other illegal practices is prohibited. SUPPLIER shall neither directly nor indirectly offer, promise, guarantee or demand bribes or other unjustified enrichments in order to obtain or retain business or any other unfair advantage.

4.2 Free competition

SUPPLIER must comply with the applicable competition and antitrust laws. In particular, the SUPPLIER must not enter into any anti-competitive agreements with competitors or business partners. Provided that SUPPLIER is in a dominant market position, this position shall not be abused.

4.3 Intellectual property

SUPPLIER shall respect all intellectual property belonging to any third Party.

4.4 Financial compliance

- Money Laundering
SUPPLIER shall undertake business relationships with business partners of appropriate integrity. SUPPLIER must ensure that the applicable legal money-laundering provisions are not breached.
- Taxes
SUPPLIER must comply with applicable tax laws and must not participate in artificial business practices or transactions that have been established purely for tax-evasion purposes.

4.5 International trade laws

SUPPLIER must comply with the respective customs import and export laws and regulations applicable to the business relationship with EVP. SUPPLIER will comply with applicable international sanctions and export control restrictions especially referring to counterterrorism.

5. Environmental protection

Responsibility for the protection of human life and the environment is to be ensured by means of preventative actions and the application of environmentally friendly measures. Environmentally and socially responsible production shall be promoted. Applicable procedures and standards for waste management, the handling of chemicals and other hazardous substances and their disposal as well as for emissions and wastewater treatment are to be complied with. Resource efficiency is to be further optimized on an ongoing basis (see https://www.un.org/depts/german/conf/agenda21/agenda_21.pdf).

If products or components are manufactured outside the European Economic Area (including Switzerland and Great Britain), SUPPLIER has to present additionally for itself as well as for its suppliers for the locations outside the European Economic Area (including Switzerland and Great Britain) a current environmental certificate at least according to the standard of DIN ISO EN 14001 or a comparable standard issued by a recognized and independent certification institute.

5.1 Protection of Resources

We use the natural resources including soil, water and air when producing raw materials and products. The resource-conserving handling as well as a permanent improvement of the processes with regard to the resources used for our products are a matter of concern to us. At EVP, we think in cycles, both in the development of our products and in all the processes required for this. In order to act sustainably, we have to be aware that wherever we use resources we create a gap if those resources do not regenerate naturally. Therefore, we try to arrange closed production cycles and ensure a full regeneration of resources.

5.1.2. Ingredients/ Materials

Only raw materials that meet the legal requirements and are judged to be safe according to current scientific knowledge may be used for our products. We always refer to the current scientific status or the recommendations of the relevant national and European scientific institutions.

Raw materials and materials are carefully selected; they are considered as a whole. Negative effects on the environment, such as the clearing of rainforests for the production of agricultural land, acidification of soils and water pollution, for example through large monocultures, are to be avoided.

5.1.3. Special requirements

For some raw materials / materials, special requirements apply with regard to sustainability:

5.1.3.1 Palm-based ingredients

A substitution of palm oil is not desired. Instead, all palm-based ingredients in our products are to be linked to sustainability as follows:

- Direct palm oil: organic quality and / or RSPO Segregated or Identity Preserved certification level;
- Direct palm kernel oil: RSPO Segregated certification;
- Derivatives and fractions of palm oil and palm kernel oil: at least RSPO MassBalance certification; in the long term, the aim here is to achieve Segregated certification.

Only in exceptional cases, if the used derivatives and fractions of palm oil and palm kernel oil are not available in MassBalance or a higher certification, certificates according to RSPO Book & Claim certification may and must still be acquired for compensation. After consultation, other certification systems such as ISCC PLUS, RA and RSB can also be considered.

5.1.3.2 Wood-based ingredients

Wood-based materials such as paper, cardboard or pulp used in our products should preferably have a high recycled content or consist of certified virgin fiber. In terms of certification, the focus is on FSC®.

PEFC-certified material can be used if it makes overall ecological sense, for example, because the origin of the material and the processing are geographically close to each other.

Wood as a component of our product must always come from certified forestry, and rubber should preferably come from certified forestry. The goal is that rubber also always comes from certified forestry.

5.1.3.3 Mica

Mica, which is used in some EVP products, is extracted in mining operations and is often associated with child labor. Special care must be taken here to ensure compliance with the ban on child labor. Affected business partners must inform EVP about the use and origin of mica. They are obliged to disclose supply chains upon request and to prove that no child labor or other socially unacceptable conditions exist.

5.1.3.4 Soy

Soy without genetic engineering is to be used in our products. The limit value is 0.9%, provided that the contamination is accidental or technically unavoidable. In addition, in the future, only soy grown on land for which no (rain) forests have been cut down should be used.

5.1.3.5 Plastic microparticles

Regarding the definition of plastic microparticles, we follow the statement of the German Federal Environmental Agency. We do not accept any plastic microparticles to be used in products.

5.1.3.6 Synthetic polymers

Synthetic polymers are to be replaced in products in the medium to long term, insofar as this is possible taking into account product safety and quality. If the use of synthetic polymers is necessary, the most degradable polymer should always be used.

5.1.3.7 Degradability of the formulations

Products that can enter the environment as a result of their use, are to be made more degradable. We want to achieve this goal for all ingredients contained in the formulations, not only for synthetic polymers.

5.1.3.8 Packaging

The packaging of products shall have the primary function of protecting the product from damage, spoilage, contamination or migration. Any packaging has to meet the requirements for transport, storage and handling. Responsible use of resources is the other mayor focus here. The aim is to avoid packaging where possible, to save packaging or to replace primary material with recycled material. We consider packaging throughout its entire life cycle.

A central point for the packaging development of products is the promotion of a circular economy. The recyclability of packaging plays a decisive role here. The aim is for all packaging to become recyclable. We are guided in our assessment by the currently valid and recognized German and European standards and guidelines.

To ensure that the saving of packaging material or the switch to sustainable and resource-efficient packaging can succeed, the SUPPLIER undertakes to observe the statutory norms and international standards when designing the packaging and to continuously improve the packaging in coordination with the respective brand teams. This applies to transport, repackaging and product packaging.

5.2 Biodiversity

The preservation of biological diversity is one of the great challenges of our time. Biodiversity is essential for an intact natural environment and the strengthening of organic farming is key to that. For this reason, we focus on products certified in accordance with Regulation (EU) No. 2018/848. It is our goal to go beyond the requirements of the EU standard, using 100 percent of the processed raw materials in organic quality. Transparency in supply chains and traceability of ingredients are a *must-have* to us. This can help to ensure that fewer raw materials are grown in large monocultures and with the use of pesticides.

6. Climate protection

Climate protection is currently the central aspect in the challenges of sustainable development of society and for securing peace. For this reason, the international community agreed on the Paris Agreement on climate protection in 2015. We are committed to the international Paris Agreement and are making our contribution. As a company, we want to increase our commitment to climate stability.

As EVP, we identify the greenhouse gas emissions we cause as part of our core business in order to reduce them. We are committed to the use of renewable energy sources. We want to encourage our customers to consume consciously and act reflectively, and to inspire them with enthusiasm for the topic of climate protection.

We expect our business partners to make an active contribution on their part to limiting global warming and thus contributing to climate stability. In order to make our products more climate-friendly, they are to screen procurement, manufacturing and delivery processes with regard to their impact on the climate and derive measures for reduction from this. Legal requirements that result from the adoption of the EU's Green Deal are to be complied with by all parties involved. We want to exchange information on climate protection measures on an annual basis.

7. Animal protection

Compliance with animal welfare standards in animal husbandry is important to us.

If animal products or animal pre-products are contained in the contractual products, SUPPLIER must ensure that these originate from species-appropriate and sustainable animal husbandry and that the animal welfare requirements are met in accordance with the level prevailing in the European Union.

Under no circumstances may animal testing be carried out or commissioned for our brands, unless it is mandatory by law.

8. Management

The standards defined in this CoC are to be recognized by the management of each business partner, regardless of its position in the production and/or supplier chain, and integrated into corporate policy.

9. Implementation of the requirements

We expect our business partners to identify risks within their supply chains and to take appropriate measures. In the event of suspected violations and to safeguard supply chains with increased risks, the business partner will inform EVP promptly and, if necessary, regularly about the identified violations and risks as well as the measures taken.

Irrespective of this, the business partner is obligated to provide EVP with its measures for the fulfillment / implementation of this CoC in writing upon request.

10. Guiding framework

This CoC is based on the following standards that are subject to changes beyond EVP's control:

- The UN Universal Declaration of Human Rights & The UN Global Compact Principles
- The OECD Guidelines for Multinational Enterprises
- International Labour Organization Conventions such as:
 - ILO Conventions on Worst Forms of Child Labour (C182),
 - Minimum Age (C138) and Night Work of Young Persons (C079)
 - ILO Conventions on Forced Labour (C029) and Abolition of Forced Labour (C105)
 - ILO Convention on Occupational Safety and Health (C155)
 - ILO Conventions on Discrimination (C111) and Vocational-Rehabilitation and Employment (Disabled Persons) (C159)
 - ILO Conventions on Hours of Work (C001) and Weekly Rest (C014)
 - ILO Conventions on Remuneration (C026 and C131)
 - ILO Conventions on Freedom of Association and Collective Bargaining (C087, C098, C135 and C154)
 - ILO Convention on Human Resources Development (C142)
 - COUNCIL REGULATION (EC) No 1/2005 of 22 December 2004 on the protection of animals during transport and related operations and amending Directives 64/432/EEC and 93/119/EC and Regulation (EC) No 1255/97

_____ at _____
(Date) (Place)

[Name Supplier, Address] ("SUPPLIER")

represented by:

Name:
Title:

Name:
Title: