
Code of Conduct for Suppliers of 2G Energy AG - in consideration of the Supply Chain Act (LkSG).

This Code of Conduct defines 2G Energy AG's principles and requirements with respect to its suppliers of goods and services and their responsibility for people and the environment. The new German Supply Chain Act (LkSG) took effect from 01/01/2023. Currently, the act only applies to companies with 3,000 employees or more. From 2024 it will cover companies with 1,000 employees. Although 2G is currently not yet subject to this legal obligation, we would like to prepare for this law so that we will comply with the rules with immediate effect and also expect our suppliers (called "suppliers" under the law) to do so if they want to be our contractual partners.

1 Social responsibility

1.1 Prohibition of child labor:

It is strictly prohibited to accept child labor at any stage of production. Suppliers have an obligation to comply with the ILO conventions regarding the minimum age for the employment of children. According to these recommendations, the age of employment must not be lower than the age at which compulsory education ends at the place of employment and never below 15 years of age. Exceptions are only permitted in accordance with Article 4-8 ILO Labor Standard No. 138. If any knowledge of child labor is gained, the supplier must document what actions they are taking to resolve the problem and to enable children to attend school. Protecting the rights of young workers is of paramount importance. It is therefore important to ensure that employees under the age of 18 are only employed for activities that do not impair the health, safety or moral principles of children.

1.2 Prohibition of forced labor and slavery:

Forced labor, slave labor or similar approaches to labor are strictly forbidden. All work must be carried out on a voluntary basis and must not be forced under threat of penalties. Employees must have the right to terminate the work or employment relationship at any time without consequences. Any form of unacceptable treatment of workers, including psychological hardship, sexual and personal harassment and humiliation, is prohibited.

1.3 Compliance with occupational health and safety obligations:

The Supplier is responsible for the health and safety of its employees. The Supplier ensures that risks are mitigated and that the best possible preventive measures against accidents and occupational diseases are taken. The Supplier offers training to ensure that all employees are competent in occupational safety. Appropriate occupational safety management has been implemented and applied.

1.4 Respect for freedom of coalition:

It is imperative that employees respect the right to form organizations of their choice, to join them and to take part in collective bargaining and strikes. Employee representatives must be protected against discrimination and employees must not be discriminated against as a result of founding, participating in

or membership of such an organization. Employee representatives must be given free access to their colleagues' workstations to ensure that they can exercise their rights in a lawful and peaceful manner.

1.5 Respect for diversity and prohibition of discrimination:

It is not permitted to discriminate against or treat employees in any way whatsoever. This includes discrimination based on sex, race, national, ethnic or social origin, skin color, disability, health status, political beliefs, origin, beliefs, religion, age, pregnancy or sexual orientation. Each individual's personal dignity, privacy and rights must be respected.

1.6 Wages, social benefits and working hours:

The Supplier must comply with the applicable statutory regulations on working hours; Employees must be paid their remuneration regularly, punctually and in full, in accordance with applicable laws; The Supplier must observe the nationally applicable laws on remuneration and ensure that remuneration and other benefits provide employees and their families with a reasonable standard of living. Wage deductions as a penalty are not permitted. The Supplier must ensure that employees receive transparent and written information on the composition of their salary.

1.7 Prohibition of unlawful eviction:

In the event of the acquisition, development or other use of land, the Supplier must avoid unlawful eviction at the place of business activity.

1.8 Prohibition of violence and torture:

It is strictly prohibited to use security personnel that could treat or injure persons inhumanely or degradingly or impair freedom of association.

2 Environmental responsibility

2.1 Energy consumption and emissions:

It is necessary to typify general emissions from operations such as air and noise emissions and greenhouse gas emissions before they are released. It is important that these are routinely monitored, reviewed and treated as necessary. It is also the responsibility of the supplier to supervise its waste gas purification systems and to find economic solutions to minimize any type of emissions. Energy consumption must be monitored and documented. Economical solutions must be found to improve energy efficiency and minimize energy consumption.

2.2 Water quality and consumption, air quality:

Promote commitment to reducing energy consumption and greenhouse gases and to keep impacts on water and air quality to the absolute minimum, while promoting good water and air quality.

2.3 Responsible chemical management

No products are supplied or used that contain metals, in particular mercury, originating from conflict regions. The prohibitions on the export of hazardous waste must be observed. Chemicals or other materials which present a risk when released into the environment shall be identified and handled in such a way as to ensure safety when handling, transporting, storing, using, recycling or re-using and disposing of them.

2.4 Preventing waste:

The Supplier shall ensure safety and compliance with regulations for the handling, storage, transport, disposal, recycling and reprocessing of waste, waste gases and waste water; Activities that may have adverse effects on human health or the environment must be handled, measured and controlled appropriately.

3 Ethical responsibility

3.1 Disclosure of information

The Supplier undertakes to immediately address critical issues that could adversely affect the quality of goods and services; The Supplier also grants us the right to assess their sustainability performance with reasonable notice.

3.2 Plagiarism:

The Supplier shall introduce all necessary and appropriate measures within its area of responsibility so that neither customer products nor their workable components or raw materials, nor the corresponding know-how, can come into the hands of counterfeiters, smugglers, thieves or other unauthorized third parties or leave the legitimate supply chain.

3.3 Intellectual property:

Confidential information must be used in an appropriate manner and protect it accordingly. Suppliers must ensure that sensitive data and the valid intellectual property rights of their own employees and business partners are secured.

3.4 Export controls and economic sanctions:

The export control regulations and economic sanctions applicable to the business must be complied with and customs and other authorities must be provided with accurate and truthful information about them as necessary

3.5 Supply Chain

Compliance with the content of the Code of Conduct must be adequately communicated by the Supplier towards its upstream suppliers and the principles of human and environmental rights must be taken into account when selecting suppliers and observed when dealing with suppliers.

4 Implementation of requirements

A large part of the business information of 2G Energy AG is confidential or legally protected, so that there is an obligation to maintain confidentiality. This does not apply if publication of the information has been approved by 2G Energy AG or is mandatory due to laws or regulations. The duty of confidentiality refers in particular to intellectual property. This includes trade secrets, patents, trademarks and copyrights, but also business and marketing plans, drafts, business papers, salary data and all other unpublished financial data and reports. All information about employees, customers, business partners and suppliers as well as other third parties must be treated confidentially in full compliance with data protection laws.

5 Implementation of requirements

2G Energy AG expects your suppliers to identify the risks in their supply chains and take appropriate measures.

2G Energy AG is entitled to check compliance with the obligations and duties of the Supplier arising from the following requirements by means of appropriate monitoring measures, in particular audits. Such an audit may be carried out by third parties commissioned by 2G Energy AG at the Supplier's premises without cause once per contractual year or, in the case of a specific reason, at any time, with reasonable advance notice and during normal business hours. The Supplier may object to individual audit measures if these would violate mandatory data protection regulations.

If a violation is identified, 2G Energy AG will inform the Supplier of this without delay and set a reasonable grace period to bring its conduct into line with these regulations. If a remedy is not possible in the foreseeable future, the Supplier must notify 2G Energy AG immediately and draw up a concept with a schedule for eliminating or minimizing the violation.

If

- (i) such breach of the terms of the Agreement has been deliberately committed, the grace period has elapsed without success and/or the implementation of the measures included in the Concept does not remedy the situation after the envisaged time frame, and
- (ii) continuation of the contract for 2G Energy AG until its ordinary termination is unreasonable, this shall be deemed to be good cause that entitles 2G Energy AG to terminate existing contracts with the Supplier either ordinarily or extraordinarily.

2G Energy AG reserves the right to make appropriate changes to the 2G Energy Code of Conduct should the requirements change. In such cases, 2G Energy AG expects its suppliers to accept the appropriate changes.