

Declaration of Commitment on Due Diligence, Human Rights and Environmental Protection in Supply and Service Chains

Apleona Group (hereinafter also referred to as "Apleona") is committed to the principles of ethics, integrity and compliance with the law. The Code of Conduct and Compliance Guidelines of Apleona and the principles of the United Nations Global Compact Initiative (<http://www.unglobalcompact.org>) are mandatory requirements for all Apleona employees.

Irrespective of this, Apleona also expects its Suppliers and subcontractors (hereinafter also referred to as "Supplier") to act with integrity and in a law-abiding, ethical manner, which, in addition to the applicable legal obligations and the principles of the Global Compact Initiative, also complies in particular with the requirements of the Act on Corporate Due Diligence in Supply Chains dated July 16, 2021. (Federal Law Gazette (*Bundesgesetzblatt*) Part I No.46 issued at Bonn on July 22, 2021).

For this reason, the contractual partners shall ensure that, with regard to the execution of the contract, applicable law is also complied with in the corresponding supply and service chains, including the applicable international agreements on human rights and environmental protection.

1. Supplier therefore undertakes with this declaration of commitment in connection with the present contractual relationship between Apleona and Supplier,

(a) to comply with all applicable legal regulations, including international agreements on human rights and environmental protection, and in particular with legally binding human rights and environmental due diligence obligations,

(b) to agree in writing on the obligations under (a) also in its contracts with third party companies for supplies, services or work (hereinafter also referred to as "suppliers"); and

(c) to equally oblige all suppliers involved on your part to pass on these contractual duties of care in turn to their contractual partners by way of corresponding written agreements,

to prevent the violation of any of the following statutory prohibitions:

Prohibition of child labor

i.e. in particular, the prohibition in principle, in accordance with the legal regulation, of employing a child below the minimum permissible age, whereby the minimum permissible age corresponds to the age at which compulsory schooling ends under the applicable national law and is in principle at least 15 years;

Prohibition of the worst forms of child labor for children under 18 years of age

i.e. in particular, the prohibition of (a) all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and servitude, and forced or compulsory labor, including the forced or compulsory recruitment of children for use in armed conflict; (b) the use, procuring or offering of a child for prostitution, the production of pornography or pornographic performances; (c) the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs; (d) work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the health, safety or morals of children;

Prohibition of employment of persons in forced labor

i.e., in particular, the prohibition in principle, in accordance with the law, of any labor or service which is required of a person under threat of punishment and for which he or she has not voluntarily made himself or herself available, for example as a result of debt bondage or human trafficking;

Prohibition of slavery

i.e., the prohibition of all forms of slavery, slave-like practices, servitude, or other forms of domination or oppression in the workplace environment, such as through extreme economic or sexual exploitation and humiliation;

Prohibition of disregarding the applicable duties of occupational health and safety

i.e. in particular, the prohibition of disregarding the occupational health and safety obligations applicable under the applicable national law, if this results in the risk of accidents at work or work-related health hazards, in particular due to: (a) manifestly inadequate safety standards in the provision and maintenance of the workplace, workstation and work equipment; (b) the absence of appropriate protective measures to prevent exposure to chemical, physical or biological agents; (c) the absence of measures to prevent excessive physical and mental fatigue, in particular through inappropriate organization of work in terms of working hours and rest breaks; or (d) the inadequate training and instruction of employees;

Prohibition of disregard for freedom of association

i.e. the prohibition of disregard for the freedom of association, according to which a) workers may freely form or join trade unions, b) the formation, joining and membership of a trade union may not be used as a reason for unjustified discrimination or retaliation, c) trade unions may operate freely and in accordance with applicable national law; this includes the right to strike and the right to collective bargaining;

Prohibition of unequal treatment in employment

i.e. the prohibition of unequal treatment in employment, for example on the basis of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless this is justified by the requirements of the employment; unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value;

Prohibition of withholding adequate wages

i.e. the prohibition of withholding a reasonable wage; the reasonable wage shall be determined in accordance with the regulations of the place of employment and shall be at least the amount of the minimum wage established by the applicable law;

Prohibition of causing harmful environmental changes

i.e., in particular, the prohibition of causing harmful soil change, water pollution, air pollution, harmful noise emission, or excessive water consumption that is likely to; a) significantly impair the natural basis for the preservation and production of food, b) deny a person access to safe drinking water, c) impede or destroy a person's access to sanitary facilities, or d) harm a person's health;

Prohibition of unlawful eviction

i.e. the prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters in the acquisition, construction or other use of land, forests and waters, the use of which secures the livelihood of a person;

Prohibition of unauthorized hiring or use of private or public security forces for the protection of the entrepreneurial project.

i.e., prohibiting the hiring or use of private or public security forces for the protection of the entrepreneurial project when, due to lack of instruction or control on the part of the company, there is a threat of the use of security forces a) in violation of the prohibition of torture and cruel, inhuman or degrading treatment; b) against life and limb; or c) against freedom of association and freedom of association;

Other prohibitions to prevent human rights violations

i.e. the prohibition of any other action or omission in breach of duty going beyond the aforementioned activities, which is directly capable of violating in a particularly serious manner the human rights positions protected by law and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances under consideration;

Prohibition of unlawful handling of mercury or products containing mercury.

i.e., the prohibition of the manufacture of mercury-added products pursuant to Article 4(1) and Annex A, Part I of the Minamata Convention on Mercury of October 10, 2013 (Federal Law Gazette 2017 II pp. 610, 611), as amended ("Minamata Convention");

i.e. the prohibition of the use of mercury and mercury compounds in manufacturing processes as defined in Article 5(2) and Annex B, Part I of the Minamata Convention from the phase-out date specified in the Convention for the respective products and processes;

i.e. the prohibition of the treatment of mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention;

Prohibition of illegal production and use of chemicals

i.e. the ban on the production and use of chemicals under Article 3(1)(a) and Annex A of the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants (BGBl. 2002 II pp. 803, 804), as amended ("POPs Convention").

Prohibition of non-environmentally sound handling, collection, storage and disposal of waste.

i.e. the prohibition of non-environmentally sound handling, collection, storage and disposal of waste in accordance with the regulations in force in the applicable jurisdiction under the terms of Article 6(1)(d)(i) and (ii) of the POPs Convention;

Prohibition of unlawful export or import of hazardous wastes

i.e. the prohibition of the export of hazardous wastes as defined in Article 1(1) and other wastes as defined in Article 1(2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (BGBl. 1994 II pp. 2703, 2704), as amended from time to time ("Basel Convention"), (a) to a Party that has prohibited the importation of such hazardous and other wastes (Article 4(1)(b) of the Basel Convention), (b) to an importing State as defined in Article 2(11) of the Basel Convention that has not given its written consent to the particular importation, if that importing State has not prohibited the import of that hazardous waste (Article 4(1)(c) of the Basel Convention), (c) to a non-Party to the Basel Convention (Article 4(5) of the Basel Convention), (d) to an importing State if such hazardous waste or other waste is not being managed in an environmentally sound manner in that State or elsewhere (Article 4(8), first sentence, of the Basel Convention);

i.e. the prohibition of exports of hazardous waste from countries listed in Annex VII of the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006);

i.e. the prohibition of import of hazardous wastes and other wastes from a non-Party to the Basel Convention (Article 4(5) of the Basel Convention);

2. if Supplier itself is an "enterprise" within the meaning of the Act on Corporate Due Diligence in Supply Chains, the Supplier shall comply with all additional obligations resulting therefrom in its corporate sphere and, in particular, observe in its supply chains the due diligence obligations stipulated in accordance with the statutory regulation, with the aim of preventing human rights or environmental risks, minimizing them or ending the violation of human rights-related or environmental obligations.

3. in order to fulfill and enforce the human rights and environmental due diligence obligations, in particular the due diligence obligations set out in clauses 1 and 2, the Supplier undertakes in particular,

- a) train and educate its employees assigned to the present project;
- b) to take into account human rights and environmental due diligence requirements when selecting its suppliers and service providers in the cooperation between the parties;

In this regard, the Supplier expressly assures, in addition to compliance with the due diligence obligations anchored in this Declaration of Commitment in its own company, to ensure compliance equally along its supply chain through corresponding written contractual obligations of its suppliers and service providers.

- c) if a human rights or environmental due diligence violation has occurred or is imminent in its own business or at one of its suppliers, to take immediate and appropriate remedial action to prevent, stop or minimize the extent of the violation;
- d) if the violation of a human rights-related or an environmental due diligence obligation at a supplier is such that the Supplier cannot end it in the foreseeable future, to develop and implement a concept with a concrete timetable for ending or minimizing the violation without delay and, if possible, together with the polluter.

To this end, the Supplier shall anchor appropriate preventive measures vis-à-vis the polluter in accordance with the statutory requirements, such as the implementation of control measures, support in the prevention and avoidance of a risk or the implementation of industry-specific or cross-industry initiatives that the Supplier has joined or will join in order to increase its ability to influence the polluter;

Within the framework of the preparation of the concept, the Supplier is obliged to also consider temporary suspension of the business relationship with its supplier during the aforementioned preventive measures for risk minimization;

- e) terminate a business relationship if
 - aa) the violation of a human rights-related or an environmental due diligence obligation is assessed as very serious,
 - bb) the implementation of the measures developed in the concept does not remedy the situation after the time specified in the concept has elapsed, or
 - cc) no other mitigating means are available to the Supplier and an increase in the scope of influence does not appear promising.

In addition, the Supplier undertakes to report to Apleona in writing, on an ad hoc basis or at Apleona's request, on all measures with which the Supplier implements its contractual and/or statutory obligations to fulfill and enforce human rights and environmental due diligence obligations.

The Supplier shall also be obliged to notify Apleona in writing without undue delay, even without a separate request by Apleona, if the human rights or environmental risks relating to the cooperation between the Parties have changed or expanded significantly.

4. The Supplier agrees and acknowledges that Apleona and as well Apleona's Client as well as any competent (regulatory) authority shall be entitled, itself or through commissioned third parties, to conduct comprehensive examinations, tests, audits or inspections of the Supplier and/or its suppliers and subcontractors with regard to compliance with the contractual agreements as well as the legal requirements, in particular also with regard to compliance with this Declaration of Commitment, as well as the underlying organization of its business, including the examination of the related books, records and other documents, whether planned or ad hoc with reasonable notice ("Audit"). Supplier agrees to promptly provide, upon request, additional information and documents evidencing appropriate compliance with the Commitments.

In the event of a breach, the Supplier undertakes to cooperate fully in connection with any audit conducted and to ensure that the Supplier's business partners also cooperate fully if such an investigation concerns their performance.

Audits may be conducted during the term and for a period of one (1) year after termination of the contractual relationship, unless a longer period is required by applicable law. Supplier shall provide necessary access to records and premises. For further implementation of this Agreement, the Supplier shall contractually bind its suppliers and subcontractors accordingly.

Apleona Compliance Communications

A separate reporting channel is available under Apleona Compliance Communications for notifications of violations. If desired, reports can also be submitted anonymously.

You can reach this reporting channel worldwide at:

Internet: <https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=2BT20&language=ger>

Suppliers are obliged to actively investigate suspicious cases and to cooperate with Apleona without reservation.

If there is reasonable suspicion that a supplier has violated the declaration of commitment to due diligence, human rights and environmental protection in supply and service chains or if a supplier does not sufficiently comply with its obligation to clarify and cooperate in the case of suspicion, this shall constitute an important reason for termination and Apleona shall be entitled to extraordinarily terminate the business relationship with the Supplier or supplier concerned with immediate effect on the basis of the existing contractual or legal rights. Apleona reserves the right to take further legal steps, in particular the assertion of claims for damages, in the event of a breach of the declaration of commitment.

Apleona may reasonably update the Statement of Commitment on Due Diligence, Human Rights and Environmental Protection in Supply and Service Chains from time to time and expects its suppliers to accept such changes.

Supplier hereby confirms

We have received the Declaration of Commitment on Due Diligence, Human Rights and Environmental Protection in Supply and Service Chains and hereby undertake, in addition to our other contractual obligations with Apleona, to comply with this Declaration of Commitment as of the entry into force of the Act on Corporate Due Diligence in Supply Chains.