

RHEINMETALL 4iG DIGITAL SERVICES LLC.

BUSINESS PARTNER CODE OF ETHICS

Content

Business Partner Code of ethics	3
1. Basic requirements for business partners	3
1.1 Respect for human rights and ethical employment	3
1.2 Health and environmental protection.....	4
1.3 Equal opportunities, equal treatment and non-discrimination.....	6
1.4 Human dignity, mutual respect.....	6
1.5 Fair trading and competition.....	6
1.6 Use of intermediaries and consultants	7
1.7 Protection of reputation	7
1.8 Sanctions policy, compliance with export and import regulations.....	7
1.9 Corruption and bribery	7
1.10 Fight against fraud and money laundering	8
1.11 Insider trading and market manipulation	8
1.12 Factual records, reporting and integrity of business processes , Tax compliance	8
1.13 Contact with the authorities.....	9
1.14 Avoiding conflicts of interest.....	9
1.15 Protection of company assets.....	9
1.16 Protection of business secrets and intellectual property	9
1.17 Data protection and security.....	10
1.18 Quality requirements / Business Partner Commitments	10
2. Obligations of business partners with regard to the performance of the contract	11
2.1 Obligations of business partners in relation to their own direct and indirect business partners	11
2.2 Information obligations of business partners	12
2.3 Business Partner audit	12
2.4 General duty of cooperation for business partners.....	13
2.5 Complaints mechanism	13
2.6 Legal consequences in case of breaches of obligations by the business partner	13

BUSINESS PARTNER CODE OF ETHICS

1. BASIC REQUIREMENTS FOR BUSINESS PARTNERS

The business operations and success of Rheinmetall 4iG Digital Services LLC. (hereinafter referred to as "**Company**", "**our Company**" or "**we**") are based on ambitious goals, outstanding performance and fair business conduct under all circumstances, in compliance with the law, internal regulations and professional and ethical rules. We therefore expect our business partners to share this commitment and to learn and follow our ethical and compliance principles and apply them to their own value chains.

Our business partners are all entities and persons directly connected with us by contractual relationships other than employment, including but not limited to suppliers, subcontractors, distributors, agents, representatives, customers, clients and joint venture partners, and other persons who have a contractual relationship with our Company for the supply of goods or services.

This Business Partner Code of Ethics sets out the expectations that our Company intends to have of our partners based on the principles set out in our Code of Ethics and Business Conduct. Our business partners are expected to take measures proportionate to the size, complexity and risk exposure of their organisation to ensure ethical conduct and compliance. We expect our business partners to inform our Company without delay of any information that they become aware of a breach of this Business Partner Code of Ethics and of the outcome of any internal investigation (self-audit) of such suspicions, through the Ethics and Compliance Line established by our Company for this purpose.

1.1 RESPECT FOR HUMAN RIGHTS AND ETHICAL EMPLOYMENT

We expect all our partners to respect the human rights of all stakeholders, and all our partners are required to refrain from business practices that violate human rights and to exercise due diligence in making business decisions, particularly with regard to their potential impact on the enforcement of human rights. In this regard, we consider it particularly important to respect the human rights and fundamental values codified in the relevant international conventions, including the UN Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights.

Particular attention should be paid to the protection of human rights:

- the prohibition of forced labour, slavery, trafficking, debt slavery, servitude, illegal employment and undeclared work;
- the prohibition of child labour, including child prostitution and child pornography, the use of children for illicit activities (e.g. drug trafficking) or harmful work;
- the prohibition of treatment that is offensive to human dignity or degrading and humiliating;
- the requirement of equal treatment and the prohibition of discrimination;
- freedom of association and the right to collective bargaining;
- compliance with EU Regulation 2017/821 on conflict minerals in accordance with Annex II of the OECD Guidelines.

Our business partners are expected to engage in fair employment practices and to act in accordance with the principle of good faith in labour relations. We do not tolerate any form of forced or child labour, or other forms of unethical employment, such as withholding wages and statutory benefits, denying sick leave or rest time, or abusing alternative forms of employment.

Our business partners should pay particular attention to:

- the prohibition of discrimination in employment and employment relations (e.g. unequal pay, remuneration);
- the prohibition of withholding fair wages, including the requirement of an applicable minimum wage;
- the prohibition of domination or other forms of oppression in the workplace, such as extreme economic or sexual exploitation and humiliation.

In order to protect and respect fundamental human rights and employment-related values and prohibitions, our Company expects the conventions and protected values listed below to be enforced:

- The prohibition of employment of children below the age at which compulsory education ceases under the law of the place of employment, with the provision that the age of employment may not be less than 15 years; (promulgated by Hungary in Act LXIX of 2000);
- The prohibition of the worst forms of child labour for children under 18 years of age; this includes Article 3 of the International Labour Organisation Convention No. 182 concerning the Prohibition of the Worst Forms of Child Labour and the Prompt Action for the Elimination of the Worst Forms of Child Labour of 17 June 1999 (promulgated by Hungary in Act XXVII of 2001):
 - All forms of slavery or practices similar to slavery, such as the sale of children and trafficking in children, debt bondage and servitude, and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict;
 - coercing, procuring or offering children for prostitution, pornography production or pornographic performances;
 - inciting, procuring or offering children to engage in illicit activities, in particular drug production and trafficking;
 - work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.
- The prohibition of the use of persons for forced labour; this includes any work or service which is exacted from a person under the threat of punishment and for which he has not voluntarily made himself available, but which is not required as a result of, for example, debt slavery or trafficking in human beings; forced labour does not include work or services which are compatible with the International Labour Organisation's Convention concerning the Prohibition of the Use of Forced Labour 1930. (promulgated by Hungary by Act XLVIII of 2000) or Article 8(3)(c)(2) and (3)(c) of the International Covenant on Civil and Political Rights of 19 December 1966 (promulgated by Hungary by Decree-Law No 8 of 1976).

1.2 HEALTH AND ENVIRONMENTAL PROTECTION

Our business partners are expected to prevent personal injury, environmental damage and hazards, and to reduce health, safety and environmental risks. Therefore, they shall always carry out their activities in compliance with the relevant labour and environmental regulations and in such a way as to minimise health and safety risks and the impact on the environment.

We have a zero tolerance policy towards drug and alcohol abuse, therefore, employees and other associates of our business partners are prohibited from using drugs and working under the influence of alcohol, drugs and other psychotropic substances in our Company's workplaces.

In terms of health protection, we expect our business partners:

- to prohibit the disregard of health and safety obligations at work, including by ensuring appropriate management processes, where this creates a risk of work-related accidents or work-related ill health, in particular by:
 - a manifest inadequacy of safety standards in the provision and maintenance of the workplace, workstation and work equipment;
 - lack of adequate protective measures to avoid exposure to chemical, physical or biological agents;

- there is a lack of measures to prevent excessive physical and mental fatigue, in particular through inadequate organisation of working hours and rest periods; or
- insufficient training and education of workers.

In terms of environmental protection, we expect our business partners:

- to enforce the prohibition of harmful land conversion, water pollution, air pollution, harmful noise emissions and excessive water consumption, which
 - significantly degrades the natural basis for food preservation and production;
 - prevent anyone from having access to safe drinking water;
 - impedes or destroys someone's access to sanitation facilities;
 - harm someone's health.
- According to the Minamata Convention on Mercury of 10 October 2013 (promulgated by Hungary with Act CLII of 2016):
 - The prohibition of the manufacture of mercury-containing products under Article 4(1) of and Part I of Annex A to the Minamata Convention;
 - the prohibition of the use of mercury and mercury compounds in manufacturing processes as defined in Article 5(2) of and Part I of Annex B to the Minamata Convention, for the relevant products and processes from the date of phase-out specified in the Convention;
 - a prohibition on the management of mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.
- The prohibition of the production and use of chemicals under Article 3(1)(a) and Annex A of the Stockholm Convention on Persistent Organic Pollutants of 23 May 2001 (promulgated by Hungary with Act V of 2008) (the POPs Convention), the prohibition of the production and use of chemicals under Article 3(1)(a) and Annex A of the POPs Convention by 2020, the prohibition of the production and use of chemicals under Article 3(1)(b) of the POPs Convention by 2020, and the prohibition of the production and use of chemicals under Article 3(1)(c) of the POPs Convention by 2020. Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (OJ L 169, 26.5.2019, pp. 45-77), as amended by Commission Delegated Regulation (EU) 2021/277 of 16 December 2021 (OJ L 62, 23.2.2021, pp. 1-3).
- The prohibition on the non-polluting treatment, collection, storage and disposal of waste in accordance with Article 6(1)(d)(i) and (ii) of the POPs Convention in accordance with the regulations in force in the applicable jurisdiction.
- The ban on the export of hazardous waste is defined in Article 1(1) of the Basel Convention of 22 March 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (promulgated by Hungary by Government Decree No 101/1996 (12 July 1996)) (the Basel Convention) and in Article 1(1) of the same Convention as "other wastes". as last amended by Commission Delegated Regulation (EU) No 2020/2174 of 19 October 2020 (OJ L 433, 22.12.2020, p. 11-19) of the European Parliament and of the Council of 14 June 2006 on shipments of waste (OJ L 190, 12.7.2006, p. 1-98) (Regulation (EC) No 1013/2006);
 - a country that is a signatory to the Convention and has prohibited the import of such hazardous and other wastes (Article 4(1)(b) of the Basel Convention);
 - to an importing State within the meaning of Article 2(11) of the Basel Convention which has not given its written consent to such import, if the importing State has not prohibited the import of the hazardous waste in question (Article 4(1)(c) of the Basel Convention);
 - to a country not party to the Basel Convention (Article 4(5) of the Basel Convention);
 - to an importing State if such hazardous waste or other waste is not managed in an environmentally sound manner in that State or elsewhere (Article 4(8), first sentence, of the Basel Convention).
- The prohibition of exports of hazardous waste from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006).
 - The prohibition of imports of hazardous waste and other waste from countries not party to the Basel Convention (Article 4(5) of the Basel Convention).
- the protection of climate, biodiversity, deforestation-free supply chains and water/water quality;
- compliance with applicable national environmental laws, regulations and standards;

- ensuring the most effective environmental protection possible in production, continuous reduction of environmental pressures, use of energy management systems and ensuring energy efficiency;
- meeting the relevant environmental standards of their market segment, along the value chain, for all products they produce and supply, including all materials used;
- compliance with the provisions of Regulation (EC) No 1907/2006 (REACH) and Directive 2011/65/EU (RoHS). This includes identifying chemicals, hazardous substances and other substances that pose a risk when released into the environment and planning their transport, storage, use or reuse and disposal to avoid risks to the environment and workers.

1.3 EQUAL OPPORTUNITIES, EQUAL TREATMENT AND NON-DISCRIMINATION

We are committed to providing equal opportunities for all and expect all our business partners to treat everyone equally in accordance with the principle of equal opportunities and applicable law. We expect all our business partners to refrain from any conduct, measure, condition, omission, instruction or practice that discriminates (directly or indirectly) or unlawfully segregates on the basis of, for example, national or ethnic origin, social status, health, disability, sexual orientation, age, gender, political opinion, religion or belief.

1.4 HUMAN DIGNITY, MUTUAL RESPECT

Our business partners are expected to create a working environment based on mutual trust, where everyone is valued and their human dignity is respected. We expect our business partners to ensure that they communicate with mutual respect, both verbally and in writing.

We consider sexual harassment, defamation and slander to be particularly serious violations of human dignity. Our business partners and their representatives should refrain from all forms of harassment, in particular from intimidating, hostile, humiliating or degrading behavior or behavior likely to create such an environment.

1.5 FAIR TRADING AND COMPETITION

We are committed to fair market conduct and expect our business partners to conduct their activities in accordance with fair competition standards and in compliance with the letter and spirit of applicable law.

In particular, we expect our business partners not to unfairly obtain, use or disclose information about the business of others or to enter into any agreement or concerted practice with us or others, or to avoid any appearance of such practice, that is intended to restrict, prevent or distort competition. We also expect business partners not to use any market power they may have in an unauthorised way.

Furthermore, we expect our business partners who provide services to consumers to behave in accordance with all the consumer protection provisions that apply to them, to conduct their business in accordance with the spirit and principles of these consumer protection rules and to respect the rights and interests of consumers at all times and to refrain from infringing or jeopardising them.

We expect our business partners to respect the applicable legal requirements and the rules of fair and free competition when bidding for public contracts.

1.6 USE OF INTERMEDIARIES AND CONSULTANTS

We expect our business partners to use intermediaries and consultants only in accordance with applicable national law. Remuneration paid to intermediaries or consultants should only be given for the services of intermediary consultants actually provided and should be proportionate to the service provided.

1.7 PROTECTION OF REPUTATION

Our business partners are expected to protect the reputation of our Company both during and after the termination of the business relationship between the parties. Therefore, business partners should not engage in any conduct, whether directly or indirectly, that is likely to damage or endanger the reputation of our Company, whether in the context of their business activities or otherwise, whether in public or in private. In particular, business partners are obliged to limit their right to express their opinions in such a way that under no circumstances may this lead to damage to the reputation of the Company.

Furthermore, all Business Partners are expected to comply with the requirements set out in this Chapter with all employees and other third parties (e.g. subcontractors, business partners, suppliers) who have a contractual relationship with the Business Partner.

1.8 SANCTIONS POLICY, COMPLIANCE WITH EXPORT AND IMPORT REGULATIONS

Sanctions, import and export bans are trade restrictions imposed on specific countries, territories, individuals, groups or entities in order to maintain or restore international peace and security, human rights, democracy and the rule of law. Such sanctions are legal provisions that prohibit or restrict the sale, purchase, transfer or making available of goods, funds, services, technology or information.

We are committed to respecting international sanctions and expect our business partners to do the same. All of our business partners are expected to comply with applicable import and export regulations, sanctions, embargoes, regulations, government directives and guidelines and to exercise due diligence when entering into contracts with third parties and to bring to our attention any information that is the basis for a transaction, place of performance, direction of delivery of goods or services, the nature of the goods or services, the currency in which a transaction is settled, the parties involved (including intermediaries and financial service providers used) or any other circumstance that may give rise to a risk of sanctions in connection with a business relationship with us.

1.9 CORRUPTION AND BRIBERY

Our company does not tolerate any form of corruption or acts that suggest corruption (including bribery, kickbacks given to officials, redistribution, extortion, abuse of power for personal gain, influence peddling, undue advantages and gifts with the intention to influence), whether in the competitive (private) sector or in the public or municipal sector, and we expect the same of our business partners.

It is important to emphasise that the conduct expected in relation to this Business Partner Code of Ethics covers not only corruption offences in the criminal law sense, but also all acts that are carried out by offering, providing, requesting or accepting any undue advantage in violation of applicable law and that encourage, influence or induce someone to act or refrain from acting in any way in relation to the performance of their obligations.

We expect our business partners to implement and maintain, where possible, appropriate internal procedures to detect and prevent corruption and bribery in order to comply with and monitor these requirements.

We strictly prohibit any person acting in our name or on our behalf from offering, giving, soliciting, accepting or receiving any unlawful advantage. Payments or assets from our Company may not be used by business partners for any form of undue influence. We would do so, and we expect our business partners to do so, even if we are put at a competitive disadvantage or lose a business opportunity as a result.

We are transparent and free from undue influence in the selection of our business partners, and our business partners are expected to act in accordance with these principles in their dealings with our Company, in particular when making gifts and invitations to business, and to refrain from any conduct that could create even the appearance of undue influence.

1.10 FIGHT AGAINST FRAUD AND MONEY LAUNDERING

We expect our business partners to act in good faith and in compliance with applicable rules and regulations, and to support the fight against fraud and to avoid fraudulent business practices.

We expect our business partners to never participate in transactions that support criminal activities or the use of assets derived from such activities, or that aim to conceal the origin of such assets or finance terrorism. They should comply with the anti-money laundering rules that apply to them. Furthermore, we expect all our business partners to take reasonable and appropriate measures, commensurate with the size of their organisation, the resources available to them and their risk exposure, to identify their business partners and assess their integrity.

1.11 INSIDER TRADING AND MARKET MANIPULATION

Our business partners are obliged to treat as confidential and protect information that may constitute insider trading in relation to our Company, the Rheinmetall Group and the 4iG Group and to comply with the regulations on the prohibition and prevention of insider trading, such as not using insider information unlawfully, not disclosing insider information without authorisation and not sharing insider information with unauthorised persons. Business partners should never disseminate false market information, information of unreliable origin or content that could affect financial instruments, in particular securities issued by the member companies of the 4iG Group or Rheinmetall Group.

1.12 FACTUAL RECORDS, REPORTING AND INTEGRITY OF BUSINESS PROCESSES, TAX COMPLIANCE

The integrity of financial and non-financial records and reports is essential for good decision making and to maintain trust between business partners, which is why our business partners are obliged to keep their financial (accounting) and non-financial records honestly, accurately and objectively and to prepare their reports and accounts and to engage in accounting practices that are legal, ethical and give a true and fair view of the business. Falsification of records or misrepresentation of facts shall be neither justifiable nor acceptable.

We also expect our business partners to comply with all applicable accounting and tax obligations and to comply with all applicable customs regulations ("tax morality"), and accordingly to pay and properly account for all applicable taxes and duties.

Our business partners should also provide transparency to our Company so that we can ascertain the truth and accuracy of their ownership structure, registrations, approvals and licenses.

1.13 CONTACT WITH THE AUTHORITIES

We expect our business partners to conduct their business with governments, public authorities and public institutions in compliance with applicable laws and regulations and to ensure that there is no doubt about the integrity of their business activities.

1.14 AVOIDING CONFLICTS OF INTEREST

Our business partners are expected to avoid any situation in which the performance or maintenance of an agreement or business relationship with us could result in, create the appearance of, or otherwise jeopardise our legitimate business interests.

In particular, we expect our business partners to exercise particular care when entering into a legal relationship with our employees or other third parties that may compromise our legitimate business interests, create a conflict of interest or give the appearance of influencing business decisions.

Typically, but not exclusively, a conflict of interest may arise from the continued employment of our employees in any employment relationship (other than dual employment based on an agreement with our Company) and, other than the acquisition of publicly traded equity securities, the acquisition of an investment, interest or ownership interest in a business partner's company by an employee of our Company. Our Business Partners are expected to avoid and disclose any situation that could create, or appear to create a conflict of interest in connection with a position in our Company.

1.15 PROTECTION OF COMPANY ASSETS

Our business partners should take responsibility for the integrity, proper, economical and efficient use of the Company's assets and resources that they have been entrusted with or to which they have access, and should use our Company's assets and resources only for legitimate and approved business purposes.

1.16 PROTECTION OF BUSINESS SECRETS AND INTELLECTUAL PROPERTY

Our or other third party's commercial relationships, transactions, operations, financial condition, investments, negotiations, financial performance and plans, business partners, customers, suppliers, related documents and data carriers, which our business partners become aware of in the course of their business, and the solutions, facts, data, information, knowledge, ideas, concepts and other information created and gathered in the course of their activities, should be treated and kept as business secrets and should not be used, disclosed, published or made available to any person other than those persons designated by the authorised person for his or her own benefit or for the benefit of a third party.

In addition, business partners shall not disclose to any unauthorised person any information that has come to their knowledge in the context of their relationship with us and the performance of their activities, the disclosure of which would be detrimental to the Company or third parties, or which has been designated as confidential by our Company or the confidentiality of which the partner should have realised.

Since information, data and knowledge are critical assets, each business partner is responsible for protecting the confidentiality and integrity of data created, modified, transmitted, shared, stored or used in the

course of the business relationship between us, regardless of the actual location or form in which it is presented (electronic, paper, other formats, etc.).

We expect all our business partners to destroy or return to us without undue delay any confidential information or business secrets that have come to their knowledge in connection with the performance of the contract, as agreed between the parties, after the termination of the business relationship or contract between us and the business partner.

We respect the work and intellectual property rights of others, and we expect our business partners to do the same. Valuable, confidential ideas, strategies and other business data developed by our Company are proprietary and, in some cases, protected by law as intellectual property. Intellectual property includes, for example, inventions, know-how, patents, trademarks, industrial designs, copyrights, domain names, scientific and technical knowledge and all other intellectual property rights. Our business partners are required to respect all intellectual property and its rights and are expected to have in place appropriate anti-plagiarism processes to minimise the risk of using counterfeit or pirated material. Everyone should fully comply with any agreements made in relation to intellectual property created or acquired on our behalf or using our resources.

1.17 DATA PROTECTION AND SECURITY

Our business partners should respect the privacy of others and are responsible for complying with the laws on the protection of personal data; in particular, they should collect and process personal data only for lawful purposes, for the time necessary to achieve the purposes for which they are processed and provide information to data subjects about their processing as required by applicable law. We also expect all business partners to act in accordance with the terms of the contract between us in relation to the processing of personal data. Our business partners are required to take appropriate security measures to ensure the confidentiality, integrity and availability of the data to those entitled to it.

We expect our business partners to implement appropriate data security measures, including cyber security awareness programs. Accordingly:

- All users affected by the management, use and operation of the information technology infrastructure that we own or use are required to regularly attend information security awareness training, which they are required to provide to their own employees, subcontractors and agents;
- our business partners should ensure that only identified users with appropriate privileges have access to the information infrastructure, subject to the "need to know" principle.

We reserve the right to monitor and control the operation and use of the information technology tools provided by us through technical solutions to ensure data security.

1.18 QUALITY REQUIREMENTS / BUSINESS PARTNER COMMITMENTS

Our company strives at all times to ensure that the services it provides, the products it distributes, and the development and supply of its own products meet the highest quality standards. We conduct all our activities in accordance with the relevant legal and regulatory requirements and our own strict internal quality standards, and expect the same from our business partners. Our business partners should provide the highest level of quality and product or service safety that can be expected based on the specification of the product or service. They should deliver on their commitments on time and provide real, reliable, accurate and clear information about their products and services to all their business partners.

2. OBLIGATIONS OF BUSINESS PARTNERS WITH REGARD TO THE PERFORMANCE OF THE CONTRACT

Business Partners undertake to our Company that they will comply with the standards set out in this Business Partner Code of Ethics in their activities. This includes all activities, both domestic and foreign, in particular the entire process from the extraction of raw materials to the delivery or the provision of other services.

Our company may carry out regular and ad hoc risk analyses to ensure that the standards set out in this Business Partner Code of Ethics are being met. If we identify risks that may give rise to additional expectations, we will inform our Business Partners in writing. Our business partners should comply with these additional expectations within a reasonable time after receipt of the written notice and will normally be required to demonstrate compliance within one year.

This requirement will also be met in the event that our Company amends/adjusts this Business Partner Code of Ethics as necessary to ensure that the appropriate level of protection is in place within the supply chain. In particular, the amendment/adjustment is necessary if it is required to comply with applicable legal requirements or if we have determined the need for an appropriate adjustment based on new findings or assessments resulting from a legally required risk analysis.

2.1 OBLIGATIONS OF BUSINESS PARTNERS IN RELATION TO THEIR OWN DIRECT AND INDIRECT BUSINESS PARTNERS

The Business Partner undertakes the following measures towards Rheinmetall 4iG Digital Services LLC. with regard to the incorporation and transmission of the provisions of this Business Partner Code of Ethics into its own supply chain, in particular towards its own Business Partners.

The Business Partner shall incorporate and pass on the requirements of this Business Partner Code of Ethics along the supply chain to its respective contractual partners. This means that:

- a) the business partner bases its business relationships with its own business partners on this Business Partner Code of Ethics and clearly commits them to comply with it;
- b) the business partner will also endeavour to ensure compliance with this Code as far as possible, e.g. by agreeing with its own business partners to pass on the standards, also to indirect business partners;
- c) the business partner identifies risks within the supply chain through regular and ad hoc risk analyses (in case of a changed risk situation, e.g. changed political conditions affecting its suppliers or business partners) as required by this Business Partner Code of Ethics and takes appropriate measures to avoid or eliminate such risks or possible breaches of this Code. This means in particular that, in the event of a suspected breach and in order to protect high-risk supply chains, the business partner will promptly inform our Company of the identified breaches and risks and the measures taken, and will determine with us measures to ensure that risks that may cause harm to the protected values along the supply chain are promptly and permanently eliminated; and that
- d) where and to the extent necessary, the Business Partner agrees with its own Business Partners on control and information rights that will enable it to adequately and effectively monitor the compliance of its direct Business Partners with the above obligation.

2.2 INFORMATION OBLIGATIONS OF BUSINESS PARTNERS

The business partner shall inform us in writing, on an ad hoc basis and/or at the request of our Company, and otherwise every two years without request, of the fulfillment of its obligations under this Business Partner Code of Ethics during the previous reporting period.

The Supplier shall inform our Company in writing of any significant events, in particular breaches, reasonable suspicion and difficulties in complying with this Business Partner Code of Ethics in the supply chain, immediately after they have come to its attention. This can be done directly to the relevant contact person or either openly or anonymously through the established Ethics and Compliance Line. The reporting should ensure that the legitimate interests of the Business Partner and the rights of employees, in particular data protection and the protection of business secrets, are respected. This also applies to breaches committed by third parties (e.g. suppliers or subcontractors) used by the business partner.

Upon request, the Business Partner shall promptly provide our Company in writing with all necessary information reasonably requested or legitimately required in order to verify compliance with this Business Partner Code of Ethics along the supply chain and the supplier's obligations arising therefrom. In this context, our Company will give due consideration to the legitimate business interests of the supplier and to data protection considerations.

2.3 BUSINESS PARTNER AUDIT

If and when appropriate, our Company may verify that a business partner complies with its obligations under this Business Partners Code of Ethics. The audit may take place in person or by answering questionnaires sent by our Company and the presentation of certificates.

The personal audit shall be carried out during the business partner's normal working hours and shall not be subject to prior notice by our Company in order to ensure effective audit.

During the personal audit, the business partner shall provide our Company with access to all records, business premises and premises relevant to the inspection and shall cooperate with us to the best of his/her ability during the process. We are obliged to have due regard to the supplier's legitimate business interests and data protection considerations in the course of the personal audit. We are also obliged, within the limits of the legal provisions, to keep the subject matter and the results of the personal audit confidential vis-à-vis third parties.

Our company is entitled to carry out the personal audit with a third party and in doing so should protect the legitimate business interests of the supplier and ensure data protection aspects, for example by means of appropriate confidentiality agreements with the third party.

Our company may also carry out the audit on the basis of a questionnaire, Environmental, Social and Governance (ESG) criteria, questionnaires and analysis. The business partner has the possibility to meet our audit requirements by presenting third party certificates of compliance (e.g. ISO 9001, ISO 14001).

We are also obliged to take due account of the supplier's legitimate business interests and data protection aspects in the audit. We are also obliged to keep the subject matter and results of the audit confidential from third parties within the framework of the legal provisions. Our company is entitled to have the

questionnaire audit carried out by a third party and in doing so should protect the legitimate business interests of the supplier and ensure data protection aspects, for example by means of appropriate confidentiality agreements with the third party.

2.4 GENERAL DUTY OF COOPERATION FOR BUSINESS PARTNERS

The Business Partner agrees to cooperate with us to eliminate any breach of the expectations set out in this Business Partner Code of Ethics and to ensure that its obligation to comply with these expectations is fulfilled in its own business and that it is complied with as fully as possible in its own supply chain, exercising due diligence.

At our request, the Business Partner shall, on a case-by-case basis, participate with a group of employees of the appropriate number and composition in training courses provided by our Company or an external third party, free of charge to the Business Partner, to prevent violations of this Business Partner Code of Ethics.

2.5 COMPLAINTS MECHANISM

The Business Partner shall play an active role in clarifying suspected violations of the provisions of this Business Partner Code of Ethics and shall cooperate with us unreservedly in this regard. We reserve the right to request information on the relevant facts in case of suspected non-compliance (e.g. in case of unfavourable press coverage).

The Business Partner shall report any violation of the rules and standards of this Business Partner Code of Ethics by a third party, our Company or its representative, related to our business or supply chain, even anonymously if necessary, to us via the Ethics and Compliance Line, by e-mail: compliance@r4ds.hu; on the website: <https://r4ds.hu/hu/compliance/report-compliance>; and by post to "R4 Compliance" at 1037 Budapest, Montevideo u. 8.

The business partner shall inform its own employees and direct partners about the availability and anonymous use of our Company's complaint mechanism and shall request them to pass on this information about the reporting system within the supply chain.

The business partner agrees not to take any adverse action or disciplinary action against the whistleblower in connection with the processing of such reports.

2.6 LEGAL CONSEQUENCES IN CASE OF BREACHES OF OBLIGATIONS BY THE BUSINESS PARTNER

If a Business Partner breaches its obligations under this Business Partner Code of Ethics, or if such a breach is imminent, appropriate remedial action shall be taken immediately to ensure compliance, prevent or remedy the breach, or mitigate the extent of the breach.

Where possible, our company first gives the business partner the opportunity to work with us to immediately draw up a binding schedule for remedying, eliminating or minimizing the breach or risk.

If the preparation of such schedule is clearly inappropriate for the prevention, elimination or minimization of the breach or risk, or if the business partner fails to prepare such schedule immediately, or if the implementation of the schedule is not possible, or if the business partner fails to implement the schedule, or if

the implementation of the schedule is not effective, our company may suspend the business relationship until the business partner remedies the breach.

Both parties shall also have the right to terminate the contractual relationship with immediate effect for good cause if the statutory requirements are met, i.e. if the terminating party cannot reasonably be expected to continue the contractual relationship until the next normal termination date. From our company's point of view, there are particularly good reasons for this, if

- a) the business partner is in breach of its obligations under this Code or the breach by the business partner is imminent; and

despite notice from our Company and the expiry of a reasonable period of time within which the Business Partner should comply with its obligations, the Business Partner fails to take reasonable remedial action to prevent or remedy the breach or to minimise the extent of the breach; and

the misconduct or infringement is of a significant scale or involves a significant number of incidents;

- b) despite our request and the expiry of a reasonable deadline, the business partner fails to cooperate in drawing up the schedule or definitively refuses to cooperate;
- c) despite our request and the expiry of a reasonable deadline, the business partner fails to comply with the essential provisions of the schedule in a manner attributable to them, or definitively refuses to cooperate;
- d) due to the significance of the breaches of obligations committed by the business partner, it is unreasonable for our Company to continue the contractual relationship; unreasonableness may arise in particular from repeated or intentional breaches, from the materiality or large number of breaches of obligations, or from the fact that the business partner's direct or indirect subcontractors commit breaches of obligations and do not remedy them within a reasonable period.

In addition to the right to compensation, the Business Partner shall indemnify our Company against any consequences arising from any breach of this Business Partners Code of Ethics for which it is responsible, in particular as regards fines, penalties and claims by third parties or public authorities.