Code of Conduct

for suppliers of the Roth Group

between

– a company of the Roth Group –
(hereinafter referred to as “Roth”)

(hereinafter referred to as “Roth-Supplier”)

the following is agreed:

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2. Introduction

a. For Roth mutual responsibilities in respect to acting honorably and treating each other with respect as well as social responsibility are all important business principles. In addition, Roth is committed to high standards of integrity and sustainability.

b. This Code of Conduct shall ensure that Roth-Suppliers act according to
- internal guidelines,
- contractual obligations,
- external guidelines (internationally recognized norms on human rights, working conditions, the environment and integrity),
- all applicable laws and regulations.

c. This Code of Conduct applies to all Roth-Suppliers worldwide. The different aspects of this Code of Conduct apply to all employees of the Supplier irrespective of their position or their relationship. For this purpose, this Code of Conduct also applies to employees who are employed without a contract or on a temporary or part-time basis. It's up to the Supplier to ensure that their vendors fully comply with the guidelines of this Code of Conduct.

d. Compliance with this Code of Conduct is mandatory for the business relationship between Roth and Roth-Suppliers. If the supplier thinks that it cannot fulfill a requirement of this CoC without violating applicable law, it shall inform Roth thereof without delay.

e. Regarding the implementation of this CoC, the Roth-Supplier undertakes to carry out a risk management review that is appropriate to its business activity, by identifying, analyzing, and prioritizing the human rights-related and environmental risks and impacts of its business activities and those of its suppliers.

f. This Code of Conduct is based on:
- German supply chain due diligence act (LkSG)
- The general declaration of Human Rights of the United Nations
- The UN convention on the rights of children
- The fundamental conventions and international working norms of ILO (International Labor Organization)
- The principles of the United Nations Global Compact
- The Conflict Minerals Dodd-Frank Wall Street Reform and Consumer Protection Act (www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/)
- The RoHS 3 standards (Restriction of Hazardous Substances), Directive (EU) 2015/863 (www.eur-lex.europa.eu)
- The REACH regulation (EC) No 1907/2006 (Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)) (www.eur-lex.europa.eu)

g. <u>Obligations of Roth-Suppliers and/or third-party intermediaries are as follows:</u>

3. Legal Compliance

a. To fully comply with regional, national and international laws which affect the business activities of the Roth-Supplier.

4. Prohibition of corruption and bribery

a. To tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain any improper advantage. Roth has a ‘zero tolerance’ policy when it comes to unethical business behavior.

5. Fair competition, anti-trust laws and intellectual property rights

a. To act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
b. To respect the intellectual property rights of others.

6. Conflicts of interest

a. To avoid any conflicts of interest that may adversely influence business relationships.

7. Respect for the basic human rights of employee

a. To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age.
b. To respect the personal dignity, privacy and rights of each individual.
c. To refuse to employ or make anyone work against his will.
d. To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination.
e. To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
f. To provide fair remuneration and to guarantee the applicable national statutory minimum wage in compliance with the maximum number of working hours laid down in the applicable laws.
g. To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

8. Prohibition of child labor

a. To employ no workers under the age of 16 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.

9. Health and safety of employees

a. To take responsibility for the health and safety of its employees.
b. To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases.
c. To provide training and ensure that employees are educated in health and safety issues.
d. To set up or use a reasonable occupational health and safety management system through.
   - sufficient safety standards in the provision and maintenance of work-stations, work areas and work equipment,
   - appropriate protective measures to avoid exposure to chemical, physical or biological agents,
   - measures to prevent excessive physical or mental fatigue, in particular through appropriate work organization in terms of working hours and rest breaks.

10. Environmental protection

a. Roth expects appropriate measures to be taken at all levels of the supply chain to reduce the carbon footprint and thus to contribute to achieving the targets agreed at the UN Climate Change Conference in Paris and the 1.5 degree target of the Intergovernmental Panel on Climate Change (IPCC).
b. To act in accordance with the applicable statutory and international standards regarding environmental protection.
c. To minimize environmental pollution and make continuous improvements in environmental protection. Throughout the entire supply chain, the aim is to avoid or continuously reduce the environmental impact of resource and energy consumption, emissions of greenhouse gases and air pollutants, water consumption and emissions to soil or water, to avoid or reduce waste, to preserve biodiversity and to promote circular economy. This applies to both goods and packaging.
d. To set up or use a reasonable environmental management system.
e. To respect the REACH and RoHS standards set forth in the newest edition available.
f. Efforts must always be made to use packaging that is more environmentally friendly. To this end, packaging must, wherever possible, be avoided or reduced or improved in terms of its environmental effects.
g. All required environmental permits and approvals must be obtained, constantly updated, and always complied with.
h. It is prohibited to cause any harmful soil change, water pollution, air pollution, harmful noise emissions or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water, makes it difficult for a person to access sanitary facilities or destroys them or harms the health of person.

11. Supply Chain

a. To use reasonable efforts to promote among its vendors compliance with this Code of Conduct.
b. To comply with the principles of non-discrimination in regard to vendor selection and treatment.
c. To take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.

12. Conflict Minerals

a. To commit to keep the supply chain free from conflict minerals which are covered by laws and regulations concerning the sourcing of minerals from conflict areas.
b. To not use conflict minerals originating in the Democratic Republic Congo (DCR) and its adjoining countries.

13. Establishment of complaints mechanisms

a. Employees of the supplier may at any time make use of the appropriate complaint procedures established by Roth relating to human rights-related or environmental risks and breaches of duty.
b. The mechanism put in place is easily accessible, trustworthy, fair and anonymous.

14. Use and monitoring

a. The norms and guidelines included in this Code of Conduct must be accessible to all employees of the Roth-Suppliers.
b. At the request of Roth, the Roth-Supplier must complete corresponding records to prove compliance with the requirements of this Code of Conduct, and they must make available these records at any time.
c. Roth can audit the Roth-Supplier and evaluate their compliance with this Code of Conduct. This compliance review can occur via sustainability issue of the risk analysis as well as through inspections on location. An audit will be completed on location if Roth views this as being necessary. The regularity and intensity of such audits depend on the scale and type of the effected business relationship, the performance and the risk profile in terms of the topics that are stated in this Code of Conduct.
d. If factual indications suggest the possibility of a violation of a human rights related or environmental obligation, the Roth-Supplier must take appropriate remedial measures or draw up a concept for minimization. The termination of the business relationship in the event of serious breaches of duty is reserved.

15. Non-Compliance / Restitution

a. Any instance of non-compliance with the regulations stated in this Code of Conduct by the Roth-Supplier will be viewed as being a gross infringement of the agreements.
b. In the event of the Roth-Supplier refraining to correct this non-fulfilment, Roth can end co-operation with immediate effect.
c. The Supplier shall compensate for any damage resulting from a breach of a human rights or environmental obligation in the Supplier's business area. This applies (but not only) to employees whose rights have been violated.

Roth-Supplier:

Company name		
Name		
Position		
Place:		

Stamp

Signature