

Supplier **Code of Conduct**

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1. Preamble

msg is committed to maintaining the highest standards of ethical business conduct and expects the same from its suppliers, service providers and persons who work or are employed on behalf of msg (hereinafter referred to as „partners“). The Code of Conduct for our employees and this Supplier Code of Conduct are essential for msg for its commitment to conduct with integrity. For msg, the Code of Conduct is a binding standard that applies to all employees of msg. It serves as the basis and ethical guideline for the social, ecological and economic obligations of msg. Both msg's end customers and our suppliers can trust that msg consistently adheres to the basic values contained in the Code of Conduct and that these are actively implemented by msg employees.

msg is a member of the United Nations (UN) Global Compact and observes the conventions of the International Labour Organization (ILO) and the International Bill of Human Rights of the United Nations. In addition to the requirements of the Supply Chain Duty of Care Act, this results in the requirements of this Supplier Code of Conduct for msg's partners.

For msg, the Supplier Code of Conduct is the basis for a successful business relationship. msg requires its partners to comply with all of the following requirements, which are attached to each contract. This includes, in particular, compliance with the relevant national and European laws, ordinances and other regulations as well as recognised, fundamental standards for occupational safety, health and environmental protection, labour rights and human rights, as well as responsible corporate governance.

The requirements of this Supplier Code of Conduct to be complied with by the partner can be adjusted at any time with regard to the requirements relating to the human rights and environmental risks of the Supply Chain Act, depending on the results of the risk analyses regularly carried out by msg. The partner will be informed of this by msg one (1) month before any adjustment comes into force and has the option of objecting to this within two (2) weeks of being informed, which msg will point out to the partner again separately in each individual case.

2. Principles of social responsibility

Respect for every person, their personal characteristics and their performance is a cornerstone of successful work and functioning societies. We apply this standard to ourselves as well as to our business partners in the supplier relationship.



2.1 Recognition of and compliance with human rights

The partner complies with the United Nations International Bill of Human Rights and all standards and conventions drawn up by the International Labour Organization. Furthermore, it shall comply with the ten principles of the United Nations Global Compact and refrain from any involvement in human rights violations.

2.2 Protection against discrimination

The partner undertakes not to treat anyone in his company unequally on the grounds of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless the unequal treatment is justified by the requirements of the employment.

2.3 Appropriate remuneration

The partner ensures that the locally applicable minimum wage legislation is complied with. If there are no country-specific minimum wage laws in the partner's locations, the partner shall ensure that its employees are remunerated in such a way that they can cover the costs of a reasonable living and build up a minimum level of reserves. It shall prevent any reduction

in wages or salaries from being used as a disciplinary measure against its employees. The partner shall ensure that employees receive transparent and comprehensible information on their remuneration basis in a timely manner.

2.4 No forced labour

The partner undertakes not to use forced labour within the meaning of the ILO Convention No. 29. This means that work is always voluntary and not demanded under threat of punishment. In accordance with the ILO core labour standards, the partner refrains from the use of forced or unlawful compulsory labour, especially in the form of debt bondage, human trafficking, slavery, slave-like practices, servitude or other forms of domination or oppression in the vicinity of the workplace, such as extreme economic or sexual exploitation and humiliation. The partner ensures that its employees maintain control over their identity documents and that they do not pay fees or other payments, i.e., intermediary commissions, in order to be employed.

2.5 No child labour

The partner recognises and complies with the provisions of the UN Convention on the Rights of the Child. In particular, it undertakes to comply with the International Labour Organisation (ILO) Convention concerning the Minimum Age for Admission to Employment (ILO Convention No. 138) and the Convention on the Elimination of the Worst Forms of Child Labour (ILO Convention No. 182). 138) and the Convention on the Elimination of the Worst Forms of Child Labour (ILO Convention No. 182). In the event nationally applicable stricter regulations with regard to child labour, these take precedence.

2.6 Freedom of association and the right to collective bargaining

The partner undertakes to recognise the right of employees to establish and join organizations of their choice and to engage in collective bargaining and to strike. In cases where freedom of association and the right to collective bargaining is restricted by law, the partner shall provide alternative options for independent and free association of employees for the purpose of collective bargaining. The partner must not discriminate against employees on the basis of their founding, joining or membership in such an organization. Employee

representatives shall be granted free access to the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner.

2.7 Working hours

The partner shall ensure that it complies with the applicable laws on working hours. If there are no legal regulations of the country, the partner ensures that its employees receive the necessary periods of rest, paid holidays and adequate payment for overtime.

2.8 Occupational safety and health

The partner is responsible for safety in the workplace and ensures compliance with nationally applicable health and safety laws through appropriate measures. These measures include, for example, training and regular inspections.

2.9 Prohibition of harmful soil change, water and air pollution, harmful noise emission or excessive water consumption

The partner does not cause harmful soil changes, water pollution, harmful noise emissions or excessive water consumption that are likely to significantly impair the natural basis for the preservation and production of food. The partner shall also refrain from actions that could deny a person access to safe drinking water, impede or destroy a person's access to sanitary facilities or damage a person's health.

2.10 Prohibition of unlawful eviction and land seizure

The partner shall avoid unlawful eviction or unlawful taking of land, forests and waters when acquiring, developing or otherwise using land, forests and waters the use of which secures a person's livelihood.



2.11 Security forces

The partner warrants that it will not engage or use private or public security forces to protect a business project. This does not apply in particular if, due to lack of instruction or control by the supplier, the use of security forces violates the prohibition of torture and cruel, inhuman or degrading treatment, causes injury to life or limb, or interferes with the freedom of association and labour.

2.12 Other prohibitions

The partner is also prohibited from any further action or omission in breach of duty beyond the prohibitions expressly mentioned in section 2 which, like the prohibitions mentioned, is likely to infringe one of the aforementioned protected legal positions in a particularly serious manner and the unlawfulness of which is obvious upon a reasonable assessment of all circumstances under consideration.

3. Principles of ecological responsibility

msg expects all its partners to strive for a positive eco-balance.



3.1 Environmental protection

The partner introduces measures for the development of responsible behaviour, promotes the progress and dissemination of environmentally friendly technologies and supports environmentally conscious behaviour by employees. In particular, emissions should be routinely monitored and minimised or, if possible, eliminated. Furthermore, the partner shall endeavour to reduce waste and promote recycling. In addition, it complies with national and international environmental standards and laws enacted to protect the environment, always applying the highest standard.

3.2.2 Avoidance of CO₂ emissions & waste of water and protection of biodiversity

The partner reduces energy consumption as far as possible and minimises its CO₂ emissions. Preference should be given to the use of sustainable, renewable energy. It also takes measures to minimise water consumption and ensure that water quality is maintained. The partner endeavours to apply appropriate measures to minimise its negative impact on biodiversity.

Especially in the context of its location and/or production spaces, the partner endeavours to protect and improve the habitat and ecosystems of wild animals and plants. The partner should comply with international regulations on biodiversity and refrain from deforestation and degradation.

3.3 Use of resources and impact on the local community

There shall be no form of criminal environmental activities or ruthless exploitation of resources at the partner's work and production sites. The immediate environment of the production site must not be unduly exploited or destroyed by pollutants. Production and the extraction of raw materials for production must not contribute to the destruction of resources and incomes of communities, e.g., through the confiscation of large areas of land or other natural resources on which these communities depend.

3.4 Actively dealing with ecological challenges

The partner handles ecological matters with foresight. It takes measures for a responsible approach to the environment as a whole and actively works towards developing technologies and products with an environmentally friendly aspect. These aspects also apply to partners who only provide services.

3.5 Handling waste and hazardous substances

The partner is to observe the prohibitions on the export of hazardous waste in the Basel Convention of March 22, 1989, as amended, and the corresponding applicable implementing regulations at national level.

The partner shall determine chemicals or other materials, which are a danger upon release into the environment and to handle them in such a way that the security is ensured when handling, transporting, storing, using, recycling or reusing these substances and when disposing of them. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of October 10, 2013, and persistent organic pollutants shall be handled in accordance with the Stockholm Convention of May 23, 2001, as amended, and the relevant applicable implementing legislation at national level.

4. Grundsätze der Corporate Governance und Unternehmensführung

msg does not tolerate any form of corruption. Furthermore, for msg, trust and integrity in business transactions are a central component of any cooperation. For this reason, our partners must also conduct themselves in a legally and ethically correct manner and with integrity at all times.

They must always ensure that all business relationships are subject to the idea of free, transparent and fair competition.



4.1 Combating corruption and avoiding conflicts of interest

The partner assures to observe all applicable anti-corruption laws and regulations (in particular the German Criminal Code (StGB) in the case of partners from Germany, the UK Bribery Act in the case of partners from the United Kingdom (UK) and the US Foreign Corrupt Practices Act in the case of partners from the United States (US)) and ensures that any corruption in its company is prevented. The partner ensures that its interests as well as the personal interests of its employees are strictly separated from msg. All decisions and actions in the course of contract negotiations and the conclusion of contracts are to be taken independently of personal interests and those that are not directly related to the transaction in question. This includes, for example, acceleration payments, payments for influencing the awarding of a project or donations that could influence the future business relationship. The partner shall also ensure that neither its employees nor its subcontractors request or offer charitable donations or other payments by implying that such donations could influence their business relationship or their business future with msg. The partner shall reject such solicitations without exception.

4.2 Competition and antitrust law

The partner shall comply with all nationally and internationally applicable competition and antitrust laws and regulations, in particular, the Act against Restraints of Competition (GWB) and Art. 101 et seq. of the Treaty on the Functioning of the European Union (TFEU). The partner ensures that no anti-competitive agreements exist with a third party. The partner assures that all economic decisions are based on factual criteria, that no unfair business acts are undertaken and that actions and decisions are not influenced by personal interests.

4.3 Intellectual property/protection against plagiarism

The partner shall ensure that the rights to intellectual property are respected. The transfer of technologies and know-how must be handled in such a way that the protection of intellectual property rights is ensured.

4.4 Data protection and confidentiality

A separate contract shall be concluded for the processing of personal data if and to the extent required by law. In this agreement, the partner warrants that personal data will only be processed for legitimate business purposes and for specific purposes and in a manner that ensures adequate security of the personal data.

This includes protection against unauthorized or unlawful processing and against unintentional loss through the use of appropriate and state of the art technical and organizational measures. The partner shall ensure that all relevant legal requirements for data protection and information security are complied with. The partner shall ensure that confidential information and trade secrets are appropriately protected and safeguarded. They may only be transmitted, published, used or disclosed to the extent necessary in the normal course of business or in accordance with instructions or authorization. The partner shall obligate its employees accordingly.

4.5 Money laundering

The partner complies with all applicable anti-money laundering laws and ensures that it does not enable the concealment of funds of illegal origin through its business activities. Before entering into business relationships, the partner shall verify the identity and seriousness of its business partners. When making or receiving payments to business partners, the partner looks for warning signs of money laundering. All business processes are properly documented.

4.6 Export control

The partner undertakes not to take any action that contravenes the applicable export control regulations, especially the Foreign Trade and Payments Act (Außenwirtschaftsgesetz, AWG) and the financial sanctions provisions (in particular the applicable EU sanctions lists).

4.7 Artificial intelligence

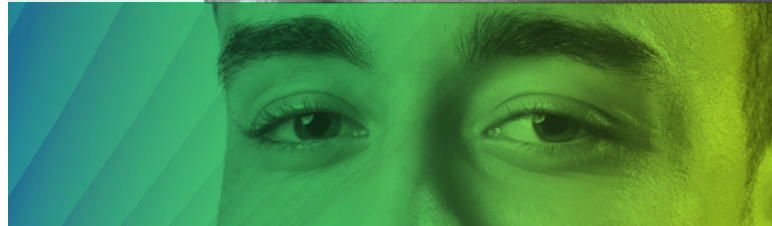
If functions with artificial intelligence are provided by the supplier as part of the provision of services, the partner shall comply with all applicable laws. Where no laws apply, the partner shall endeavour to implement a policy that ensures the ethical and responsible use of artificial intelligence. The use of artificial intelligence must be non-discriminatory and transparent towards users.

4.8 Diversity and inclusion

The partner is required to provide its employees with an inclusive, healthy working environment that offers all employees equal rights and equal opportunities. The partner must strive for a conscious and respectful approach to diversity of origin, belief and equality. We ask our partners to respect these principles and to design their own environments accordingly. In addition, the partner should ensure compliance with national laws on equal treatment.

msg attaches great importance to relationships based on partnership, characterized by mutual respect, tolerance and fairness. The partner should ensure that there are equal opportunities for all, create a working environment that is free of prejudice and characterized by openness and integration. Harassment and discrimination are incompatible with our values and we do not tolerate such behaviour.

This expectation extends to any direct or indirect form of discrimination against individuals or groups. We rely on the open and trusting exchange between the employees of our organization and the representatives of our partners to enable us to identify such deviations at an early stage and to take consistent action against any form of discrimination or harassment.



5. Umsetzungsvorschriften und Rechtsfolgen

5.1 Risk management and disclosure

msg expects the partner to operate a risk management system and to identify risks within its supply chain within the framework of the statutory regulations and to take appropriate measures. The partner shall make all necessary efforts to integrate the principles of this Supplier Code of Conduct into its compliance management system. The partner hereby also undertakes to work exclusively with suppliers who undertake to comply with the principles of this Supplier Code of Conduct.

5.2 Audits

msg reserves the right to check compliance with the principles (clauses 2 to 4) and implementation regulations (clauses 5.1, 5.3 to 5.5 and cooperation obligations from 5.2 and 5.6a) of this Supplier Code of Conduct. msg is entitled to carry out a comprehensive check of compliance with the principles of this Supplier Code of Conduct at appropriate intervals, but at least twice (2) a year, irrespective of the occasion, or to have this check carried out by an auditor. msg shall announce the audit with an appropriate period of notice before carrying out the audit.

For this purpose, the partner shall grant msg and/or the auditor access to its business premises during its normal business hours (but at least from 8 a.m. to 5 p.m.) and comprehensive inspection of and access to all documents, data and systems in connection with the implementation of the concluded contracts. The partner is entitled to take appropriate measures to protect its trade and business secrets and to protect the confidentiality of its customer data. The costs of the audit shall be borne by msg. Should the audit identify a significant breach of the principles or implementation regulations of this Supplier Code of Conduct, the partner shall bear the costs of the audit.

5.3 Duty to inform

The partner shall regularly inform msg of any breaches it has identified in its business area and of the measures taken. Furthermore, the partner shall inform msg on request about risks or violations identified by it in its business area or at its (un)indirect upstream suppliers.

5.4 Complaints system

The partner must pass on information received from msg on accessibility, responsibility and the implementation of msg's complaints procedure to its employees in an appropriate manner. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and with effective protection against discrimination.

msg offers the possibility to provide information on risks related to human rights and the environment as well as on violations of human rights or environmental obligations that have arisen as a result of the economic activities of msg in its own business area or those of a direct or indirect supplier.

Information can be transmitted at any time using msgsupplychain.integrityline.com.



5.5 Trainings

msg may require the partner to participate in any training and further education offered by msg in connection with compliance with the principles (clauses 2 to 4) of this Supplier Code of Conduct. The partner may be exempted from training if recent proof of participation in similar training with a third-party provider is provided.

5.6 Legal consequences in the event of infringements

a) Remedy

If a breach by the partner of the principles (clauses 2 to 4) or implementation regulations (clauses 5.1, 5.3 to 5.5 and cooperation obligations from 5.2 and 5.6a) of this Supplier Code of Conduct is identified, msg will notify the partner of this in writing and set the partner an appropriate grace period to bring its conduct into line with the requirements. In order to terminate or minimise a breach, msg may act in a supporting capacity. The partner shall provide the information required for this and shall behave in a cooperative manner during the remedial process. In particular, if necessary, the partner will develop and implement a plan for ending or minimising the breach together with msg.

b) Suspension of contract

If the partner culpably violates the principles or implementation regulations of this Supplier Code of Conduct, msg is entitled to temporarily suspend the business relationship after the fruitless expiry of a grace period.

c) Extraordinary termination

If, due to a breach by the partner of the principles or implementation regulations of this Supplier Code of Conduct, the continuation of the contract until its proper termination is unreasonable for msg, msg may terminate the contract after the fruitless expiry of a grace period, if msg has threatened to do so when setting the grace period. The right to extraordinary termination without setting a grace period in accordance with § 314 para. 2 sentence 3 BGB remains unaffected, as does the right to compensation for damages.

6. Consent

The partner has received and understood the msg Supplier CoC, and hereby undertakes to comply with the msg Supplier CoC, in addition to their obligations from the supply/service contracts with msg.

Name of the company

Surname, First Name

Date, Signature



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