

Compliance guidelines for legal transactions with companies of the JUWI group

JUWI GmbH · Energie-Allee 1 · 55286 Wörrstadt · for all companies of the JUWI Group

1. Our values

1.1. This Compliance Guideline reflects the attitude and expectations of the companies of the JUWI Group (all companies of the JUWI Group hereinafter also collectively referred to as "JUWI") towards their business partners and suppliers (collectively and/or individually also referred to as "partners") with regard to human and employee rights, environmental and climate protection, sustainability, compliance management, prevention of corruption, antitrust law and prevention of money laundering, and contains legal obligations for business partners and suppliers derived therefrom. This compliance guideline is an essential part of the procedures for complying with the minimum protection set out in Article 18 of Regulation (EU) 2020/852 of the European Parliament and of the Council (Taxonomy Regulation).

1.2 This compliance Policy is based on the Human Rights Policy published [LINK](#) and the commitment to the UN Global Compact expressed therein, as well as the sustainability strategy of MVV Energie published at [LINK](#).

1.3 The companies of the JUWI Group reserve the right to not or no longer commission partners with deliveries or services or to terminate the respective business relationship if they do not share our values or are not willing to enter into the obligations regulated below.

2. Contractual obligations

2.1 The following provisions apply to all deliveries or services of all kinds agreed by order, acceptance of offer, contract or otherwise (together "Contract") between JUWI and its partners, unless deviating special contractual agreements have been made. **As a matter of principle, everyone working for JUWI is obliged to comply with the applicable and relevant laws, ordinances, standards and regulations.**

2.2 The recognition of an equivalent set of regulations of the Partner may be specifically agreed as the basis for the contract, provided and to the extent that the Partner also undertakes to comply with it vis-à-vis JUWI. Deviating contractual agreements shall not fall below the minimum standards established by this compliance guideline.

3. Expectations of a compliance management system (CMS) of the partner

3.1 JUWI expects its partners to have an effective CMS in place that includes, as a core component, effective precautions against anticompetitive or anti-competitive acts, against coercion, extortion, and against corruption, not only through the provision of money but also through contributions in kind, and against money laundering.

3.2 In this context, JUWI requires that these precautions are not limited to mere regulations, but that they are also applied in practice and that their application is regularly reviewed and documented. Part of the CMS must be a complaint procedure that allows anyone at any time to report violations of the precautions taken by the partner as well as violations of competition, anti-corruption and anti-money laundering laws, also anonymously (whistleblower hotline).

3.3 The Partner shall provide JUWI with reasonable information on its CMS upon written request.

3.4 In the event of a breach of clauses 3.1 to 3.3 by the Partner, JUWI is entitled, subject to any further rights, to terminate the contract without notice and to claim damages instead of performance.

4. Expectations of the contractor in the areas of human rights, labor standards, environmental and climate protection and anti-corruption measures

4.1 JUWI expects from its partner a commitment to the fundamental, internationally recognized principles in the areas of human rights, labor standards, environmental and climate protection and anti-corruption resulting from:

4.1.1 the UN Global Compact

- Human Rights

- Principle 01: Businesses should support and respect the protection of internationally proclaimed human rights.
- Principle 02: Businesses should ensure that they do not engage in human rights abuses.

- Labor standards

- Principle 03: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Principle 04: Businesses should uphold the elimination of all forms of forced and compulsory labor.
- Principle 05: Businesses should uphold the elimination of child labor.

- Principle 06: Businesses should uphold the elimination of discrimination in respect of employment and occupation.

- Environment

- Principle 07: Businesses should apply the precautionary principle in dealing with environmental problems.
- Principle 08: Businesses should undertake initiatives to promote greater environmental awareness.
- Principle 09: Businesses should accelerate the development and diffusion of environmentally friendly technologies.

- Prevention of corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4.1.2 the international Bill of Human Rights,

4.1.3 the four fundamental principles of the International Labour Organization (ILO)

- Freedom of association and the right to collective bargaining

- elimination of forced labor

- Abolition of child labor

- Prohibition of discrimination in respect of employment and occupation including the fundamental principles and rights contained in the eight core conventions (core labor standards)

4.1.4 the United Nations Guiding Principles on Business and Human Rights,

4.1.5 the OECD Guidelines for Multinational Enterprises,

4.1.6 the targets defined in Art. 2 para 1 of the Paris Agreements (2015 (COP 21)), according to which

- the increase in the average temperature of the Earth is kept well below 2°C above pre-industrial levels and efforts are made to limit the temperature increase to 1.5°C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change;

- increasing the capacity to adapt to the adverse effects of climate change and promoting resilience to climate change and low greenhouse gas emissions development in a way that does not threaten local food production;

- the financial flows are aligned with a pathway towards low greenhouse gas emission and climate change resilient development.

4.2 The Partner shall work to ensure that its subcontractors are also committed to the principles set out in Clause 4.1.

5. Observance of the regulations for the protection of human and employee rights

5.1 JUWI expects its Partner to ensure that in the countries in which it operates, companies affiliated with it and its subcontractors, in the countries in which they operate,

5.1.1 comply with the respective applicable national regulations for the protection of human and labor rights,

5.1.2 irrespective of the applicable national regulations, protects the legal positions of all people protected in accordance with Clause 4.1,

5.1.3 regardless of the applicable national regulations, to protect the physical integrity, health and safety of its employees during work, to ensure equal opportunities and protection against discrimination, in particular on the grounds of gender, religion, age, family relationships, sexuality, origin or membership of an employee representative body or association representing the protection of the legal positions protected in accordance with Clause 4.1,

5.1.4 irrespective of the applicable national regulations, to observe the prohibitions set out in Section 2 (2) and (3) of the German Supply Chain Sourcing Obligations Act (LkSG).

5.1.5 To comply with the obligations of any respective Tarifreue- und Mindestlohngesetz (German Act on Tariff Compliance and Minimum Wages) or any other law providing for the payment of a minimum wage for services assigned to the Contractor - in Germany these are, among others, the MiLoG and/or the AEntG.

5.2 Insofar as the service to be provided by the Partner falls within the scope of application of a state wage compliance and minimum wage law or another law that provides for the payment of a minimum wage for services assigned to the Partner, the Partner undertakes to grant the minimum wage provided for therein to its employees deployed in the performance of the service as well as to grant JUWI the information and audit rights provided for therein. Furthermore, the Partner is

obligated to oblige subcontractors to comply with the aforementioned regulations with regard to its employees.

6. Remedies and Sanctions for violations of Regulations for the Protection of Human and Employee Rights

6.1 In the event of a violation of clauses 5.1 and 5.2 by the Partner or a company affiliated with the Partner or, if or to the extent that such a violation is to be feared, JUWI shall be entitled, subject to any further rights,

6.1.1 to demand comprehensive information

6.1.2 to grant him a reasonable grace period to remedy the breach or fulfill the relevant obligations, and

6.1.3 if this period expires without result, to terminate the contract without notice and to claim damages instead of performance. The claim for damages also includes the reimbursement of fines or penalties imposed on JUWI as a result of such a violation.

6.2 Clause 6.1 shall apply accordingly if an affiliated company of the Partner or a subcontractor breaches the obligations set out in Clauses 5.1 and 5.2 and the Partner or an affiliated company of the Partner was aware of this or could have been aware of this.

6.3 The Partner shall indemnify JUWI against all claims asserted against JUWI by employees of the Partner due to violation of the provisions of a collective bargaining agreement and minimum wage law or any other law providing for the payment of a minimum wage for services assigned to the Contractor - in Germany these are the MiLoG and/or the AEntG. For Partners domiciled in Germany, the Partner shall, in the internal relationship with JUWI, in particular assume solely and in full the obligations which the Partner and JUWI meet pursuant to § 13 MiLoG or § 14 AEntG.

6.4 If the Partner commissions subcontractors, the Partner shall indemnify JUWI against all claims asserted against JUWI due to violation of the provisions of a collective bargaining agreement and minimum wage law by these subcontractors - in Germany these are, among others, the MiLoG and/or the AEntG. As far as applicable, the Partner in the internal relationship with JUWI shall in particular assume solely and in full the obligations which the Partner and JUWI meet pursuant to § 13 MiLoG or § 14 AEntG. The same shall apply to the commissioning of temporary employment agencies according to the AÜG with regard to claims of the social security funds according to § 28e para. 3a) to g) SGB IV.

7. Antitrust Law and Prevention of Corruption

7.1 If the order was preceded by the submission of offers to JUWI for which the Partner has entered into an agreement which constitutes an illegal restriction of competition or an anti-competitive concerted practice, be it with competitors, with employees of the Partner or with third parties, or if persons were coerced or blackmailed into doing or omitting to do something in connection with a contract, the Partner shall pay JUWI liquidated damages in the amount of 15% of the net order amount, unless damages in a different amount can be proven. The obligation from sentence 1 also applies in the event that the contract has been or will be terminated or has already been fulfilled. If no net order sum has been agreed or the contract has not yet been terminated, it shall be replaced by the remuneration owed upon performance or call-off of all agreed deliveries or services or, in the absence of such a ceiling, by a net order sum to be determined by the Contractor at its reasonable discretion.

7.2 If, in connection with the planning, award and/or execution of a contract, employees or agents of the Partner have demonstrably been granted inadmissible benefits (in particular under the applicable criminal and/or administrative offences), JUWI shall pay its Partner a contractual penalty in the amount of 5% of the net order sum, unless damages in a different amount can be proven. Clause 7.1, sentence 2 and 3 shall apply accordingly.

7.3 Clauses 7.1 and 7.2 shall also apply mutatis mutandis if a subcontractor of the Partner has entered into or is entering into an agreement covered by Clause 7.1 or has granted inadmissible benefits within the meaning of Clause 7.2 and the Partner was aware of this or could have been aware of this.

7.4 In the cases mentioned in clauses 7.1 to 7.3, JUWI is entitled to withdraw from the contract, in the case of continuing obligations to terminate the contract without notice for good cause. The other statutory or contractual rights and claims of JUWI remain unaffected.

7.5 The Partner is obliged to check immediately after the commissioning whether employment or service relationships (on whatever basis, in particular as an employee, as a freelancer (service provider, consultant, etc.) or on a mini-job basis) of employees of the Partner, their family members or of persons with whom an employee of the Partner lives in a household exist in his company in such areas which were or are entrusted with the acquisition (sales), the provision and/or the invoicing of the deliveries and services intended for JUWI. Such employment relationships must be notified to JUWI in writing without delay and without being asked, in compliance with the statutory provisions on data protection.

8. Prevention of money laundering

8.1 JUWI expects its Partners and its affiliated companies and its subcontractors to comply with the regulations of the laws against money laundering.

8.2 In the event of a violation of the Money Laundering Act or a comparable law against money laundering by the Partner or a company affiliated with him, JUWI is entitled, subject to any further rights, to terminate the contract without notice and to claim damages instead of performance.

8.3 Clause 8.2 shall apply mutatis mutandis to violations of the Money Laundering Act or a comparable law against money laundering by a subcontractor of the Partner if the Partner or one of its affiliated companies was aware of this or could have been aware of this.

9. International Prevention of Corruption and Money Laundering

9.1 JUWI expects its Partner, its affiliates and its subcontractors, in the countries in which they operate, to comply with the applicable national anti-corruption, competition and anti-money laundering laws.

9.2 In the event of a violation of the applicable national anti-corruption, competition or anti-money laundering laws by the Partner or one of its affiliated companies, JUWI is entitled, subject to any further rights, to terminate the contract without notice and to claim damages instead of performance.

9.3 Clause 9.2 shall apply mutatis mutandis to violations of the respective applicable national anti-corruption, competition or anti-money laundering laws by a subcontractor of the Partner if the Partner or a company affiliated with it had knowledge thereof or could have recognized this or did not take appropriate reasonable precautions to prevent or recognize such violations.

10. Assurance and notification obligations with regard to proceedings, lawsuits or sanctions

10.1 The Partner warrants that in the last three (3) years prior to the conclusion of the Agreement, no governmental proceedings have been instituted or civil action has been brought against the Partner, any of its affiliates, any subcontractor or any officer or employee thereof for any violation or violations of antitrust laws, anti-corruption or anti-money laundering laws or compliance rules, or that no sanction (e.g., penalties, fines, suspension of awards, damages) has been imposed as a result of such proceedings or action. e.g. penalties, fines, suspension of the award of contracts, damages) has been imposed which was not disclosed to JUWI prior to the conclusion of the contract.

10.2 The Partner shall notify JUWI without undue delay after it becomes known if governmental proceedings have been instituted or a civil action has been brought against the Partner, a company affiliated with the Partner, a subcontractor or against a member of the governing bodies or employees of the same due to a violation or violations of antitrust regulations, anti-corruption or anti-money laundering laws or compliance rules or if a sanction (e.g. penalty, fine, suspension of award of contract, payment of damages) has been imposed on the basis of such proceedings or action.

10.3 JUWI may at any time request information to a reasonable extent on the status of the proceedings or lawsuits mentioned in Clause 10.1 and Clause 10.2.

10.4 In the event that the assurance in section 10.1 was incorrect and the Partner knew or could have known this, as well as in the event of a breach by the Partner of the notification obligations pursuant to section 10.2 or section 10.3, JUWI is entitled, subject to any further rights, to terminate the contract without notice and to claim damages instead of performance.

10.5 Clause 10.4 applies accordingly if, due to proceedings, a lawsuit or a sanction notified in accordance with clause 10.1 or 10.2, it is no longer reasonable for JUWI to continue the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both parties. In the case of clause 10.1, however, this shall only apply if JUWI was not aware of the circumstance justifying the termination at the time the contract was concluded.

11. Sanctions lists

11.1 JUWI expects from its Partner that neither it nor any of its affiliated companies nor any of its subcontractors nor any of their respective board members or employees are listed or included in any sanctions list of the European Union or the World Bank (World Bank Listing of Ineligible Firms and Individuals).

11.2 In the event that the Partner, a company affiliated with the Partner, a subcontractor or a member of a governing body or employee of the same is included in such a list, the Partner is obligated to notify JUWI of this immediately and without being requested to do so after it becomes known. In this case, JUWI is entitled, subject to any further rights, to terminate the contract without notice and to claim damages in lieu of performance, unless the Partner proves or verifiably demonstrates within 15 days that the listing or inclusion in the list was wrongful and measures for deletion have been initiated or, in the case of a subcontractor, the contractual relationship with the relevant subcontractor has been terminated, or, in the case of a natural person, the executive body or employment relationship has been terminated.

12. Environmental and Climate Protection and Sustainability

12.1 JUWI expects its partners to minimize negative impacts on the environment and the climate, to fully comply with the relevant environmental regulations and to respond to inquiries regarding environmental or climate-related product characteristics within a reasonable period of time.

12.2 JUWI further expects the Partner to continuously improve the environmental and climate compatibility of its deliveries and services to, sustainably reduce the consumption of natural resources (energy, water and raw material) taking into account economic aspects, to avoid waste as far as possible, recycle waste harmlessly or dispose of it in a manner compatible with the common good, commits itself to the relevant climate protection target and develops its own ambitious environmental targets and key figures on this basis and discloses these as well as recognized key figures, such as the total energy consumption in MWh and/or the CO₂ emissions in tons, to JUWI upon request.

12.3 The Partner shall work towards ensuring that its affiliated companies and subcontractors also commit to and comply with Sections 12.1 and 12.2.

12.4 The Partner shall cooperate with JUWI to an appropriate extent in order to identify reduction or compensation potentials with regard to its environmental and climate impacts in its supply and service relationship and in its companies and to achieve determinable reductions or compensation.

13. Remedies and Sanctions for Violations of Regulations on the Environment and Climate Protection and Sustainability

13.1 In the event of a breach by the Partner of the applicable national environmental laws or of section 12.3 or if or to the extent that such a breach is to be feared, JUWI shall be entitled, subject to any further rights,

13.1.1 demand comprehensive information,

13.1.2 set the Partner a reasonable grace period to remedy the breach or fulfill the relevant obligations, and

13.1.3 should this period expire without result, to terminate the Agreement without notice and to claim damages in lieu of performance.

13.2 Clause 13.1 shall apply accordingly if a subcontractor violates environmental laws and the Partner was aware of this or could have been aware of this.

14. JUWI's inspection rights

14.1 The Partner shall allow JUWI to inspect the Partner's premises during normal business hours without disrupting operations and in compliance with all customary security and confidentiality provisions to verify the adequacy of the measures taken to meet JUWI's expectations set forth in this Compliance Guideline and the Partner's obligations with regard to human and employee rights, environmental and climate protection as well as sustainability. The Partner shall allow JUWI to talk to employees of the Partner or employee representatives without the presence of representatives of the Partner.

14.2 The Partner is obligated to agree with its subcontractors that they grant JUWI and the Partner the inspection rights specified in Clause 14.1.

14.3 JUWI may also exercise the inspection rights through third parties commissioned by it and professionally or contractually bound to secrecy (e.g. auditors, lawyers, management consultants, consulting companies).

15. Training and further education

Upon JUWI's request, the Partner shall ensure that those employees who are entrusted with the acquisition (sales), the provision and/or the invoicing of the deliveries and services intended for the Partner participate to a reasonable extent in training or further training on JUWI's expectations set out in this Compliance Guideline and the Partner's obligations with regard to human and employee rights, environmental and climate protection, compliance management, antitrust law and prevention of corruption as well as prevention of money laundering.

16. Reporting of violations and/or suspicious cases, Whistleblower Hotline (WBHL)

Notwithstanding the above obligation to report within the framework of the contractual relationship, all violations or suspicious cases may also be reported anonymously at any time to Mr. Björn Kruse, attorney-at-law (Tel. 069/77019678, e-mail kruse@feigen-graf.de) as an external confidential lawyer or directly to compliance@JUWI.de.

The reports will be treated strictly confidentially. All data received in connection with a report will be treated as strictly confidential in accordance with the applicable data protection laws.

17. Review of this Compliance Policy

17.1 JUWI regularly reviews this Compliance Guideline to ensure that it is up-to-date and complete.

17.2 JUWI may require its Partner to agree between them on any amendments or updates to the amended or restated Compliance Guideline, provided that this does not impose an unreasonable burden on the Partner.

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