

Business Partner Code of Conduct

Due diligence in the supply chain and legal consequences of breaches of duty

A. Preface

For NORDSEE GmbH, the respect, preservation and promotion of human rights, environmental protection and business integrity are central values and self-evident core elements of corporate responsibility.

On the basis of a cooperative and loyal partnership, NORDSEE can only live up to this responsibility with the cooperation of its Business partners and employees.

For cooperation, this Code defines requirements and establishes rules that must be considered essential requirements with regard to direct and indirect suppliers of NORDSEE GmbH.

The Code is based on national and international standards, such as:

- the relevant conventions and guiding principles of the United Nations (UN),
- the Guidelines of the Organisation for Economic Co-operation and Development (OECD);
- the International Labour Organisation (ILO) Core Convention; or
- the Supply Chain Due Diligence Act (LkSG).

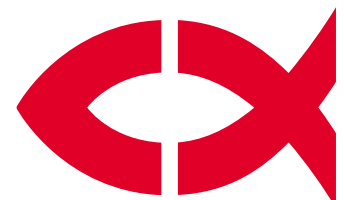
Business partner Compliance with laws

All laws and regulations of the applicable jurisdictions of the respective countries must be complied with.

I. Social responsibility – Human rights requirements

1. Exclusion of forced labour, slavery, slave-like practices, respect for human rights

The Business partner shall ensure that all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as extreme economic or sexual exploitation and humiliation, are excluded.



2. Prohibition of child labour

The Business partner shall prohibit any kind of child labour. The protection of children in their physical integrity and the right of all children to education has the utmost priority.

3. Remuneration and working hours

The applicable national legislation on working hours shall be complied with by the Business partner. In addition, the Business partner's employees shall receive remuneration that is in accordance with the laws applicable at the respective place of employment and the legally valid and guaranteed minimum income and social benefits.

4. Occupational health and safety

Occupational health and safety are guaranteed and comply with the applicable legal and international standards. The work is designed in such a way that a risk to mental and physical health is excluded. It is ensured that working conditions are regularly assessed and that appropriate action is taken immediately in the event of non-compliance. Appropriate health and safety management is set up and applied in the company.

5. Freedom of association

The Business partner must respect the participation and co-determination rights of employees in accordance with the applicable legal provisions. The Business partner respects the right to bargain collectively or to strike within the framework of the applicable laws. Forming, joining and being a member of a trade union or other employee representative organisations must not be used as a reason for discrimination.

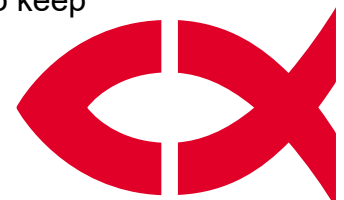
6. Discrimination

The Business partner creates a working environment in its company in which any discrimination against employees is prohibited, for example on the basis of national and ethnic origin, health status, disability, sexual identity, age, religion or belief, unless this is based on the requirements of the employment.

II. Environmental responsibility – Environmental requirements

1. Resource consumption, avoidance of environmental pollution

The Business partner pursues a careful use of finite and natural resources in its company and respects the planetary boundaries. It is obliged to keep



the environmental impact of its business activities to a minimum and actively to implement measures to promote environmental protection.

The Business partner assumes its ecological responsibility throughout the entire supply chain. An appropriate environmental management system must be established, taking into account the issues of air emissions and the handling of waste and hazardous substances. NORDSEE expects its Business partner to minimise the impact of its packaging on the environment by avoiding or reducing packaging. The aim is steadily to reduce the consumption of raw materials and natural resources.

2. Animal welfare

The Business partner is obliged to observe the applicable laws on animal protection and animal welfare in its company. In addition, it is called upon to adapt the husbandry and management systems of farm animals from birth to slaughter to the needs of the animals in the best possible way and to meet the (behavioural) physiological requirements of the respective species.

As far as possible, it should be ensured that the animals do not experience any unnecessary pain or suffering during their transport and during the stunning and slaughtering process. In the case of transport in particular, the shortest possible live transports should be strived for.

III. Integrity in the business environment – Ethical requirements

1. Fair competition

The Business partner shall comply with all national and international competition laws. In particular, it shall comply with the requirements of applicable antitrust and competition law and shall not participate in antitrust agreements with competitors.

2. Integrity/bribery, accepting benefits

Any form of corruption or extortion is prohibited. Embezzlement and other comparable actions involving unfair benefits or even just the attempt to gain an unfair advantage with the Business partner through corresponding behaviour are consistently prevented. The acceptance of impermissible advantages is also prohibited. The Business partner shall monitor and enforce compliance. The Business partner shall have a zero-tolerance policy in prohibiting all forms of bribery, corruption, extortion and embezzlement.

3. Conflict of interest

The Business partner must avoid conflicts of interest that arise in the business environment due to private interests or other motives that could influence the business relationship with NORDSEE. The Business partner undertakes to disclose material conflicts of interest to NORDSEE immediately, completely and transparently.



4. Prevention of money laundering and terrorist financing

The Business partner shall ensure compliance with the applicable legal obligations for the prevention of money laundering and terrorist financing. A zero-tolerance policy also applies here.

5. Data protection and privacy

The Business partner shall process personal data confidentially and responsibly and exclusively within the framework of the applicable laws on data protection and information security. The privacy of all data subjects must be respected and it must be ensured that personal data are effectively protected and used only for legitimate purposes.

6. Whistleblower protection

The Business partner shall implement a system for the protection of whistleblowers in accordance with the Whistleblower Protection Act.

B. Complaints system

All employees and third parties have the opportunity to report violations of the principles of this Code of Conduct within the framework of a protected procedure. This complaints procedure is available to all Business partners as well as their suppliers and subcontractors as well as their employees.

The Business partner shall ensure that its suppliers and subcontractors are aware that NORDSEE has established a complaints procedure and shall oblige them to grant unhindered access to their employees.

C. Risk management

The Business partner establishes and maintains an effective and appropriate risk management system with the aim of identifying human rights, environmental and ethical risks. The management system must be suitable for preventing, ending or minimising violations of protected legal positions.

D. Auditing/provision of information and documents

Compliance with the requirements according to Sections I and II may be ensured by



NORDSEE by means of self-assessment questionnaires and audits at the Business partner's production sites and operating and administrative facilities.

The Business partner guarantees that, if necessary, audits can be carried out in its company once a year or on an ad hoc basis either by employees of NORDSEE or third parties commissioned by NORDSEE. The Business partner shall therefore allow the employees of NORDSEE or third parties commissioned by NORDSEE to an appropriate extent to enter the production sites and operating and administrative facilities within normal business hours in order to check the measures taken by the Business partner to comply with the Code.

In the course of the audits, the Business partner shall grant a right to inspect all reasonably relevant documents and production processes. This obligation only applies in compliance with applicable law, in particular in compliance with data protection regulations and contractual agreements such as confidentiality obligations of the Business partner with regard to third parties.

The Business partner is obliged to obtain and make available information and documents at the request of NORDSEE that are necessary for NORDSEE to be able to comply with all regulatory or official requirements arising from the business relationship.

The focus is on NORDSEE's claim to fulfil its corporate due diligence obligations. In doing so, NORDSEE is interested in a consensual and graduated approach. Sanctioning the Business partner for the violation of due diligence obligations, on the other hand, is not an end in itself and should not be used as a means of enforcing purely commercial interests.

Legal consequences in the event of violations

If the Business partner violates the provisions of this Code, NORDSEE shall be entitled to suspend the performance of the affected contracts temporarily until successful remedial action has been taken. The duration of the suspension should not exceed six months.

Before the performance of the contract can be suspended, NORDSEE shall give the Business partner in writing a reasonable period of time to remedy the situation or, if this is not expedient due to the nature of the breach, warn the Business partner in writing.

If a remedy has not been found after the expiry of this period, NORDSEE may terminate the contractual relationship with the Business partner without notice. NORDSEE will observe the principles of proportionality.

