

Code of Conduct for Business Partners			
Guideline	12.03.2025	001	Extern

Table of contents

- Preamble2
- 1 Regulations for collaboration between the PNE Group and its Business Partners 3
 - 1.1 Code of Conduct as a Binding Foundation for the Business Relationship.....3
 - 1.2 Obligation to Inform and Audit Rights3
- 2 Obligations3
 - 2.1 Human Rights, Social Responsibility, and Employee Protection.....4
 - 2.2 Environmental and Climate Protection.....4
 - 2.3 Fair Business Practices, Integrity, and Data Protection5
- 3 Consequences of Risks or Violations6
 - 3.1 Remedial Measures6
 - 3.2 Suspension and Termination of the Business Relationship6
- 4 Final Provisions7

Code of Conduct for Business Partners			
Guideline	12.03.2025	001	Extern

Preamble

For PNE AG and all its subsidiaries as defined by section 15 of the German Stock Corporation Act – Aktiengesetz (hereafter referred to as the **PNE Group**), compliance with legal regulations is of the utmost significance. The PNE Group has outlined its commitment to compliance and its standards of effective corporate governance, which are available on its Website. By adhering to these principles, the PNE Group commits to behaving in a lawful, ethical, and environmentally conscientious way, ensuring that it treats its employees, colleagues, and external partners with integrity and fairness.

We expect our business and project partners to share this commitment and to implement the obligations outlined in this Code of Conduct as the foundation of our business relationship. This includes suppliers and providers of goods, components, or services, as well as other contractual or business partners, as long as they have or wish to establish a business relationship with the PNE Group (hereafter collectively referred to as "**Business Partners**").

This Code of Conduct for Business Partners is inspired by the German Supply Chain Due Diligence Act (LkSG) and aligns with the guiding principles of internationally recognized agreements. These include the International Covenant on Economic, Social and Cultural Rights (ICESCR), the International Covenant on Civil and Political Rights (ICCPR), the United Nations Universal Declaration of Human Rights (UDHR), the Children's Rights and Business Principles, the OECD Guidelines for Multinational Enterprises, the United Nations Guiding Principles on Business and Human Rights, the Core Labor Standards of the International Labour Organization (ILO), and the United Nations Global Compact.

If Business Partners have any questions regarding this Code of Conduct or compliance-related issues, they can reach out to the Compliance Department at compliance@pnegroup.com.

Code of Conduct for Business Partners			
Guideline	12.03.2025	001	Extern

1 Regulations for collaboration between the PNE Group and its Business Partners

1.1 Code of Conduct as a Binding Foundation for the Business Relationship

The principles and commitments detailed in this Code of Conduct are mandatory for all interactions with companies in the PNE Group. Business Partners must incorporate these principles and commitments into their own operations, ensure their employees are informed about its contents, and communicate these requirements to any third parties they work with as part of their relationship with the PNE Group, such as subcontractors, consultants, and suppliers.

The PNE Group expects its Business Partners to establish an appropriate risk management system and processes to implement the requirements and topics outlined in this Code of Conduct within their own operations and supply chains. While the specifics of the risk management are at the discretion of the Business Partner, they should ensure effective implementation of the Code's contents and take suitable preventive and corrective actions in the event of risks and violations.

The Business Partner agrees to collaborate with the PNE Group when any risks or breaches related to this Code of Conduct's requirements are identified, and to take appropriate preventive and corrective actions.

1.2 Obligation to Inform and Audit Rights

The Business Partner is required to immediately inform the PNE Group of any signs of risks or confirmed breaches of the Code of Conduct within its own operation or supply chain, as well as in the event of any investigations, to the extent legally permissible.

The PNE Group reserves the right to assess compliance with the standards set forth in this Code of Conduct in a reasonable manner. The Business Partner supports this and, upon request, provides the PNE Group with all necessary documentation to facilitate such an assessment, to the best of its knowledge and ability. The PNE Group may also request additional information or, if needed, conduct audits at the Business Partner's premises during regular business hours, either independently or through appointed third parties, with a 24-hour prior notice. The Business Partner also makes efforts to ensure that the PNE Group can conduct such assessments with engaged third parties (e.g., subcontractors, consultants) as well as with the Business Partner's suppliers, for instance, by arranging appropriate contractual commitments. The Business Partner must permit these audits to effectively address any risks or violations linked to this Code of Conduct.

2 Obligations

By signing this Code of Conduct, the Business Partner commits to protect the following legal rights, addressing any violations, and taking measures to prevent potential legal infringements as dictated by the applicable legal frameworks.

2.1 Human Rights, Social Responsibility, and Employee Protection

- **Prevention of discrimination in employment** based on national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion, or belief, thereby promoting diversity and equal opportunity, unless different treatment is justified by the requirements of the job.
- **Adhering to the prohibition of employing children** under the age of 15 and the prohibition of the worst forms of child labor for adolescents under 18 (such as harmful work and illegal activities).
- **Adhering to the prohibition of forced labor and all forms of slavery**, practices similar to slavery, servitude, or other forms of domination or oppression in the workplace environment, including extreme economic or sexual exploitation and humiliation.
- **Ensuring a safe working environment for employees** by adhering to labor and health regulations applicable at the place of employment. This includes compliance with legal working hour standards, especially regarding overtime, breaks, and rest periods.
- **Guaranteeing legal social standards** concerning minimum vacation, illness, and special provisions, such as protections for pregnant employees and those with special needs.
- **Respecting the right to freedom of association and collective bargaining** within the framework of legal regulations.
- **Ensuring fair wages** in accordance with the legally established national minimum wage and any applicable industry standards.
- **Prohibiting the hiring of security personnel** in situations where there is a risk of potential human rights violations.
- **Complying with relevant legal requirements for sourcing minerals from conflict and high-risk areas**, in line with the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas".

2.2 Environmental and Climate Protection

- Conservation of natural resources by preventing harmful soil changes, groundwater contamination, air pollution, excessive noise emissions, and overuse of water and energy, as well as reducing waste. We expect our Business Partners to collect data on their own environmental practices, particularly their carbon footprint and waste production, and to provide this information to the PNE Group upon request.
- Respect for natural resources (land, water, and forest rights) and the rights of local communities, avoiding unlawful forced evictions.

Guideline	12.03.2025	001	Extern
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- Compliance with legal requirements for handling hazardous materials and waste, particularly adhering to the provisions of the Minamata Convention (on mercury use), the Stockholm Convention (on persistent organic pollutants), and the Basel Convention (on the control of transboundary movements of hazardous wastes and their disposal).

2.3 Fair Business Practices, Integrity, and Data Protection

- Adherence to international standards of good corporate governance** by complying with legal regulations for managing and overseeing the company, as well as fulfilling all legal and tax obligations accurately and on time.
- Maintaining business integrity** by avoiding conflicts between personal and business interests, pursuing legitimate business goals, carefully selecting all business relationships, and implementing appropriate measures to prevent money laundering and terrorist financing. This also includes refraining from investments in companies or projects involved, directly or indirectly, in the development, production, or distribution of controversial weapons, such as anti-personnel mines, cluster munitions, and chemical and biological weapons.
- Protecting trade secrets** by keeping confidential any sensitive information related to the PNE Group's business that is not publicly known and is specially protected. This includes information about the employees of the PNE Group, Business Partners, customers, and proprietary know-how. Business Partners must take appropriate precautions to protect such information, and the prohibition on disclosing these valuable secrets extends beyond the termination of the contractual relationship.
- Complying with data protection laws** and implementing suitable technical and organizational measures to prevent unauthorized access to systems and data, and to protect personal data from unauthorized processing, loss, destruction, damage, alteration, or disclosure.
- Avoiding bribery and corruption**, which includes acts seeking unfair advantages or influence in business or public decision-making processes, such as offering, making, demanding, or receiving improper payments. Handling of donations, sponsorships, gifts, and invitations must comply with applicable laws and be documented in a transparent and traceable manner. Benefits should not influence business decisions. Gifts to officials, civil servants, or government representatives are strictly prohibited to avoid any appearance of undue influence.
- Complying with competition and antitrust laws and respecting fair and open competition** by avoiding behavior that could be perceived as dishonest or anti-competitive. This includes refraining from direct or indirect exchanges of sensitive information on prices, strategies, sales, territories, technologies, or similar information with competitors without a legitimate basis, as well as avoiding industrial espionage or spreading false information about competitors.

- **Complying with customs regulations** by adhering to all relevant laws and ensuring that goods crossing international borders are accompanied by the necessary documentation, such as commercial invoices, delivery notes, and the information needed for accurate and complete customs declarations for both imports and exports.
- **Complying with all export prohibitions, sanctions, and embargoes**, by adhering to trade restrictions on the import and export of goods, services, and information, as well as those imposed on individuals, including but not limited to those by the United Nations, the European Union, the United States, and other relevant authorities.

3 Consequences of Risks or Violations

3.1 Remedial Measures

If the Business Partner discovers any violations of the code of conduct requirements, or if there is a risk of such a violation occurring within its own operations or supply chain, the Business Partner must promptly notify the PNE Group of the violation and the actions taken. The Business Partner should also quickly implement suitable remedial measures aimed at preventing or halting the violation and minimizing its impacts. The Business Partner is obligated to keep internal records of the situation and the actions taken. Upon request, the Business Partner must update the PNE Group on these measures.

If a violation cannot be resolved in a timely manner, the Business Partner must promptly cooperate with the PNE Group and provide the necessary support to ensure that the PNE Group can meet its own objectives. This includes, in particular, developing a plan and timeline for appropriate and effective measures ("Corrective Action Plan") to end the violation or mitigate its impacts.

3.2 Suspension and Termination of the Business Relationship

If the Business Partner violates any of its obligations under this Code of Conduct, the PNE Group is entitled to suspend the business relationship until the Business Partner complies with the binding requirements of this code.

Without prejudice to other rights or remedies, the PNE Group is entitled to terminate any existing ongoing contractual relationships with the Business Partner for good cause and/or to withdraw from contracts that have not yet been fully fulfilled if (i) the violation is related to a serious breach of an obligation under this Code of Conduct, (ii) it is not remedied within a reasonable period, and (iii) the Business Partner does not take effective measures to prevent similar future violations.

Code of Conduct for Business Partners			
Guideline	12.03.2025	001	Extern

4 Final Provisions

Compliance with the requirements of this Code of Conduct does not exempt the Business Partner from fulfilling any additional requirements that arise from applicable legal regulations and/or other agreements with the PNE Group.

Other claims that the PNE Group may have in the event of a breach of duty by the Business Partner (in particular, the right to claim compensation for damages incurred) remain expressly unaffected.

By signing this Code of Conduct, the Business Partner confirms to the PNE Group that they will (i) adhere to the aforementioned principles of conduct and (ii) appropriately address the obligations of this Code of Conduct with their own business partners, insofar as they directly or indirectly provide deliveries or services in connection with the business relationship with the PNE Group.

Place, Date

Signature of Business Partner

Company Stamp