

EOS

FINEST SAUNA ENGINEERING

SUPPLIERS & PARTNERS CODE OF CONDUCT



1. INTRODUCTION



- All EOS Group Companies (“EOS”, “we” or “us ”) are committed to contributing to good and healthy living, providing sustainable experiences and enjoyment, minimizing their carbon footprint and creating a safe and warm community to their key stakeholders.
- This Supplier Code of Conduct (the “**Code** ”) contains uniform binding key requirements for any individual or legal entity which provides us with any goods or services or with whom we cooperate in any way or form (collectively the **Partner(s)**’s”). We at EOS are committed to this document in full and expect the same from our Partners.
- By accepting this Code, the Partner agrees to comply with the terms of this Code in respect of its business transactions with us and in its dealings with its own employees, suppliers, business partners and other stakeholders.
- The Partner agrees to ensure that its own suppliers, service providers and business partners comply with the obligations set out in this Code in respect of any deliveries to EOS.
- All questions and notification related to this Code can be directed to the Partner’s respective contact person at EOS or Purchasing Director Frank Bildat. If the document is signed on its own, the signed version can be delivered to einkauf@eos-sauna.de.

The current Code of Conduct is available and always updated online:

www.eos-sauna.com/en/code-of-conduct

2. LEGAL AND REGULATORY COMPLIANCE



- Together with this Code, the Partner shall comply with all mandatory laws and regulations, authority orders and decisions as well as any other relevant statutory standards (the “ **Rules** ”) applicable to its operations.
- As we have Partners in many different parts of the world, it is the Partner’s sole responsibility to familiarize and monitor local Rules and modify its policies and actions accordingly.
- The Code does not substitute or override mandatory laws and regulations. If the requirements of this Code contradict any applicable mandatory laws and regulations, the Partner shall follow the laws and regulations, but aim to adhere to the spirit of this Code. However, the requirements in this Code may go beyond applicable Rules, in which case this Code prevails.
- Without limiting the generality of the foregoing, the Partner agrees as follows:
 - **Condemning all corruption.** We expect our Partners to condemn all bribery and corruption. Partners are required to uphold standards or procedures to make sure that no one acting on their behalf offers bribes or other improper payments to obtain new clients or to retain existing clients or to secure any other unjustified advantages. The Partner is not allowed to provide our employees with any gifts or hospitality above customary standards which might influence, or might appear to influence, our decisions related to the Partner. Providing a gift of cash is never acceptable.

2. LEGAL AND REGULATORY COMPLIANCE



- **Fair competition.** We expect our Partners to comply with all applicable antitrust and competition Rules, which includes not discussing prices, market sharing, bid rigging or similar activities with its competitors.
- **Avoidance of conflicts of interests.** The Partner agrees to steer clear from any situations where a conflict of interest between the Partner and EOS exists or might exist. This includes interactions with our employees that could lead to a conflict of interest with that employee's duty to act in our best interests. The Partner must also reveal any potential or existing conflict of interest situation in relation to EOS.
- **Anti-money laundering, privacy and trade sanctions.** The Partner shall comply with all applicable Rules related to anti money laundering, to privacy and data protection as well as adhere to all applicable economic and trade sanctions.
- **Intellectual property rights and confidentiality.** The Partner shall make sure that it does not infringe EOS' or any third party's intellectual property rights during its operations. The Partner is not allowed to use EOS' name, logo or trademark or publicize our business relationship in any way without our written approval. The Partner also agrees to keep all material it receives from EOS before, during or after the business relationship confidential, unless otherwise agreed between us and the Partner in writing.

3. HUMAN AND LABOR RIGHTS

- We respect all internationally recognized human rights and expect our Partners to do the same.
- Without limiting the generality of the foregoing, the Partner agrees as follows:
 - i. adhere to all mandatory employment Rules, regarding for example minimum wage, working conditions and working hours;
 - ii. make sure that all employees are made aware of the exact terms of their employment before the start of their employment relationship;
 - iii. not employ any workers younger than 15 or the local minimum working age;
 - iv. not tolerate any direct, indirect, physical, psychological or verbal harassment of employees;
 - v. respect employees' right to organize collectively and form trade unions;
 - vi. not use any compulsory or forced labor or take any part in human trafficking or in any other type of modern slavery; and
 - vii. treat all employees equally and with respect, regardless of race, color, religion, nationality, sex, political opinion, social origin or any other similar difference unless such differentiation is based on the ingrained requirements of the work in question.

4. OCCUPATIONAL HEALTH, SAFETY AND SECURITY



- The Partner agrees to provide its employees and contractors with a safe, secure and healthy workplace in accordance with all applicable Rules.
- Without limiting the generality of the foregoing, the Partner agrees as follows:
 - i. ensure that required health and safety information and equipment are provided to its employees and contractors;
 - ii. provide employees and contractors with necessities for a healthy working environment, including but not limited to clean drinking water, clean toilets and other facilities, proper lighting as well as required heating and/or air conditioning;
 - iii. ensure its relevant personnel is trained on product safety practices.

5. ENVIRONMENT AND CLIMATE CHANGE

- The Partner shall take all reasonable efforts to protect the environment and to minimize the negative impact of its activities on the environment.
- The Partner shall take a preventive approach to environmental challenges and take part in initiatives that promote greater environmental responsibility.
- Without limiting the generality of the foregoing, the Partner agrees as follows:
 - i. obtain, keep current and follow all necessary environmental permits and/or approvals;
 - ii. follow to applicable environmental Rules of the jurisdiction(s) where the Partner operates;
 - iii. monitor, control and take actions on, according to applicable Rules, any emissions and waste or other negative environmental effects generated through its operations;
 - iv. always consider the environmental impact of its operations and undertake greenhouse gas reduction or other compensation measures where reasonable.

6. WHISTLEBLOWING



- All our Partners should report any infringements of this Code directly to their contact person at EOS.
- If the Partners are unwilling to make such report to their contact person, our Whistleblowing service offers a way for our Partners and their employees to communicate suspected wrongdoings of EOS through our **anonymous notification channel**. The notifications are protected under the EU's Whistleblowing Directive, insofar they concern violations in fields of law specifically mentioned in the Whistleblowing Directive or the implementing national act.
- Our notification channel is provided by a third party and the identity of sender of the notification is always anonymized. We handle all messages received through the channel in confidence only by appointed individuals. All personal data received through the notification is processed in accordance with the General Data Protection Regulation ("GDPR").
- Please note that no proof of wrongdoings is needed, but all notifications to the channel must be made in good faith.
- To learn more about our Whistleblowing service, please see our **Whistleblowing Guidelines**:
<https://report.whistleb.com/en/eos>

7. COMPLIANCE AND TERMINATION



- The Partner agrees to regularly monitor compliance with this Code and shall upon request provide EOS access to all relevant documentation needed to demonstrate its compliance with the Code. EOS, or a third party chosen by us, has the right, with reasonable prior notice, to audit the Partner's premises to validate compliance with this Code.
- The Partner shall notify EOS promptly of any non-compliance with this Code.
- The Partner acknowledges that a breach of this Code is a material breach and as such a sufficient ground for any EOS entity to terminate its agreements and business relationship with the Partner irrespective of the terms of any agreement to which this Code is attached.
- Any products, which have been manufactured by or for the Partner in breach of this Code are deemed non-compliant, and EOS reserves the right to reject such products, without prejudice to any other remedies available to EOS under any Rules or agreements between the Partner and EOS.

8. APPLICABILITY



- The obligations under this Supplier Code of Conduct are in addition to other obligations pursuant to any other contracts between EOS and the Partner.
- The document can be signed independently or as an appendix of another agreement, such as a supply agreement.
- This Code survives the termination or expiry of any other agreements to which it is attached and will remain in force in respect of any deliveries made by the Partner to EOS.
- We constantly develop our compliance and sustainability processes. Therefore, we hold the right to update this Code unilaterally at any time. Upon significant updates, we shall deliver an up-to-date version of this Code to our Partners. We will inform you about updates via email and post the current status on our homepage.

9. ACKNOWLEDGEMENT AND APPROVAL



The Partner hereby confirms that it has carefully reviewed this Supplier Code of Conduct and will comply with its terms in full.

I, as the person signing this acknowledgement, have the authority to represent and bind the company identified below.

Acknowledged and approved

Date and place

Company and business ID

Signature and clarification of name

EOS contact person

Frank Bildat

Purchasing Director

frank.bildat@eos-sauna.de