

Supplier Code of Conduct

Dated: 30.11.2023

Anschütz GmbH (hereinafter "Anschütz") is a leading integrator of maritime systems such as bridge and navigation systems for all types of commercial vessels and naval ships or maritime and coastal surveillance systems. More than 35,000 vessels worldwide are equipped with Anschütz navigation systems, supported by a global network of own subsidiaries and regional offices, e.g. in Shanghai, Singapore, Rio de Janeiro, Panama and Portsmouth / UK, as well as by a network of specialized service stations around the globe. Respect for applicable laws and regulations as well as social and environmental values is a central component of our corporate culture and guiding principle of corporate management. We expect the same from our suppliers - also along their own supply chains.

The Supplier Code of Conduct of Anschütz GmbH defines the requirements for our suppliers with regard to relevant social and environmental aspects such as human rights, working conditions, environmental protection and business conduct with integrity. This Code of Conduct builds on Anschütz's values and, together with our internal policies and procedures as well as laws and regulations, provides a framework for what we consider responsible behavior.

We also expect our suppliers to comply with applicable law and ethical standards, and we reinforce this expectation with our own Supplier Code of Conduct.

The Anschütz Code of Conduct is based on the following generally accepted guidelines:

- United Nations Universal Declaration of Human Rights
- Guiding Principles on Business and Human Rights of the United Nations
- United Nations Convention against Corruption (UNCAC)
- Voluntary Principles on Security and Human Rights
- National Action Plan on Business and Human Rights (NAP)
- UN Sustainable Development Goals
- UN Global Compact
- International Labor Standards (ILO) on fundamental principles and rights at work.
- DIN ISO 45001:2018-06
- OECD Due Diligence Guide to Promote Responsible Supply Chains for Minerals from Conflict and High-Risk Areas, 3rd ed.
- Paris Convention - United Nations Framework Convention on Climate Change.

The provisions of this Code of Conduct are binding on our suppliers and form an integral part of the business relationship with Anschütz. Suppliers undertake to ensure compliance with the environmental, human rights, labor protection and other binding requirements as the basis of the joint business relationship and also guarantee their observance along their supply chains in the provision of the contractually owed service:

1. Social responsibility

As a global company, we are aware of our responsibility and want to fulfill our duty of care under human rights law. In accordance with the United Nations Guiding Principles on Business and Human Rights, we see it as our self-evident responsibility to respect human rights and prevent human rights violations. This applies both to our own business activities and, within the scope of our influence, to our value and supply chains.

a. Human Rights

Anschütz is committed to respecting and promoting the human rights and dignity of all persons potentially affected by our activities. We respect the fundamental principles of the Universal Declaration of Human Rights and related UN documents. Suppliers are required to respect the

UN Universal Declaration of Human Rights, promote compliance with it, and ensure that they are not complicit in causing or violating human rights.

We reject all forms of human trafficking as well as forced and compulsory labor and expect the same from our suppliers and expect the same from our suppliers. All work must be voluntary and suppliers' employees must be free to terminate their employment or contract, and they are not required to surrender their official identification card, passport or work permit as a condition of employment. In addition, there shall be no unacceptable treatment of employees, such as sexual, physical or psychological abuse or retaliation of any kind.

b. Child labor

Child labor is prohibited in accordance with the provisions of the ILO and United Nations conventions and/or national legislation. Of these various standards, the one with the strictest requirements shall be applied in the supply chain. Any form of exploitation of children is prohibited. Working conditions similar to those of slavery or harmful to the health of children are prohibited. The rights of juvenile employees shall be protected. The Supplier shall only hire employees who have reached the minimum age required to perform the respective work in accordance with the applicable laws.

c. Working conditions, equal opportunities and respect

Anschütz does not tolerate any form of harassment or discrimination, including but not limited to gender, skin color, religion, political views, union membership, ethnic background, disability, sexual orientation or family status. Similarly, we expect our suppliers to promote equal opportunity and diversity and to prohibit discrimination in employment decisions or sexual harassment.

Anschütz ensures fair working conditions for all employees in all associated companies. This includes compliance with the respective national regulations on working hours as well as the right to appropriate remuneration, which is based at least on the respective statutory minimum wages or applicable collective wage agreements. Furthermore, Anschütz respects the right of employees to exercise freedom of association within the framework of applicable rights and laws. We also expect our suppliers to offer their employees fair working conditions and to pay them appropriately.

2. Health, safety, environment and climate

Using appropriate resources and management systems, we continuously improve the overall conditions for health, safety, environmental protection and energy efficiency.

a. Occupational Health, Safety and Security

We are committed to the goal of not harming people and protecting the environment while using energy resources, products and services consistent with these objectives. We act in accordance with applicable legal requirements and international standards regarding occupational health and safety and ensure safe working conditions.

We ensure that employees are trained on workplace health and safety issues and have the right to refuse hazardous work.

Suppliers commit to operate an occupational health and safety management system that is appropriate according to the respective national standards and that eliminates health and safety risks for employees and contractors on site as far as possible in the context of work to be carried out and in the workplace.

b. Environmental protection

For both environmental and economic reasons, we always use resources conscientiously, regardless of whether they are used as raw materials, energy, packaging or in any other form, and we expect our suppliers to do the same.

All laws, regulations and standards for the protection of natural resources and the environment must be complied with. In addition, the business partner commits to obtain all necessary permits

and licenses and to comply with the conditions and ancillary provisions of such permits and licenses.

Anschütz expects the supplier to constantly review the environmental compatibility of its products and manufacturing processes and to optimize them if necessary.

c. Environmental management systems

The supplier commits to continuously minimize environmental impacts and hazards as well as resource consumption. Suppliers should pursue these goals systematically and be able to demonstrate this through a certified environmental management system (e.g. in accordance with ISO 14001 or an equivalent standard). This applies in particular to suppliers with their own production sites. If the company does not have a certified environmental management system, a responsible person should be named who is entrusted with the implementation of environmental goals and programs within the company.

Anschütz expects its suppliers to observe climate and environmental protection with regard to applicable laws and international standards, to follow the precautionary principle in dealing with environmental problems, and to promote the development and dissemination of environmentally friendly technologies. The use of resources such as energy, water, land and raw materials should be carried out in an efficient and sustainable manner.

d. Chemicals Management

Suppliers agree to comply with all applicable laws and regulations regarding prohibitions on the manufacture and use of chemicals and materials, e.g. RoHS and REACH and to provide evidence thereof upon request. Processes, operating sites and resources of the suppliers comply with the respective applicable national legal requirements.

e. Climate protection

Anschütz requires the supplier to engage in sustainable and active climate protection, for example by increasing energy efficiency or generating or purchasing energy from renewable sources, preferably in line with the 1.5-degree scenario of the Paris Climate Agreement.

The supplier should engage in the development and application of climate-friendly products and processes to contribute to the reduction of greenhouse gas emissions. Further harmful emissions to air, water or soil are also to be prevented or reduced as far as possible.

3. Ensuring business integrity

Long-term business success requires that business partners and the social environment in which we operate respect one another as partners of integrity and reliability and as market participants. We earn this trust and respect every day through integrity in our interactions within the company and externally with third parties. Anschütz respects applicable laws and regulations without reservation. Violations of laws and regulations are not accepted within the company, regardless of individual circumstances.

Anschütz expects its suppliers to comply with all applicable laws, rules and regulations in the countries in which they operate or are located with a view to ethical corporate governance and also to take appropriate measures to ensure compliance with these laws, rules and regulations.

a. Bribery, granting of advantages and corruptibility

Benefits which are connected with the intention or could give the appearance of influencing business decisions or creating any other inadmissible advantage are neither promised, offered, granted, demanded or accepted in our business relationships nor do we allow ourselves to be promised such benefits. A particularly strict standard must be applied when dealing with persons to whom special criminal and liability regulations apply (e.g. public officials).

Anschütz suppliers must not tolerate corruption, bribery and venality and must not participate in any way, directly or indirectly.

b. Gifts, invitations and hospitality

Anschütz tolerates the acceptance or giving of gifts, invitations or services exclusively within the scope of customary and legal business practices and with full transparency. Business decisions may not be influenced in any way. This also applies to the awarding or acceptance of corresponding services by third parties with whom a party has a close relationship.

In any business relationship, suppliers must ensure that offering or receiving gifts or business courtesies is permissible under applicable laws and regulations and that such exchanges do not violate the rules and standards of the recipient's organization and are also consistent with market practice and custom.

c. Conflicts of interest

We avoid internal and external conflicts of interest that could illegitimately influence business relationships. If this is not successful, we disclose these conflicts.

Suppliers must avoid all conflicts of interest with Anschütz that could influence the business relationship. This includes avoiding, to the best of our knowledge, all situations that create the appearance of a potential conflict of interest. Should a conflict of interest nevertheless occur or should the suppliers specifically suspect such a conflict, the suppliers must immediately notify all companies and persons potentially affected by the conflict of interest.

d. Prevention of money laundering

Money laundering refers to the process of infiltrating illegally generated money or illegally acquired assets into the legal financial and economic cycle. We comply with our legal obligations to prevent money laundering and do not participate in transactions that serve to conceal or integrate criminal or illegally acquired assets.

Anschütz expects its suppliers to comply with applicable legal obligations to prevent money laundering and not to participate directly or indirectly in money laundering activities or to promote such activities.

4. Our trade relationships

We are convinced that free competition creates the best conditions for positive economic and social development and is the basis for business success. Competition and antitrust laws protect free competition and prohibit conduct that improperly restricts trade or impedes fair competition. These laws apply to all business activities. Violations of antitrust laws are illegal, hinder such competition, and can result in a range of negative consequences, up to and including significant personal fines and fines that threaten the existence of the company.

a. Competition and antitrust law

We act in compliance with competition and antitrust laws and do not participate in price fixing, market sharing or customer, market or bid rigging.

We do not tolerate any violations of antitrust and competition law. Every Anschütz employee fully complies with all relevant laws and regulations of antitrust law. Agreements or de facto cooperation with competitors with the aim of limiting or preventing open competition are always and everywhere impermissible.

When we cooperate with our competitors, we ensure that the cooperation does not hinder or aim to hinder competition. We do not share commercially sensitive or strategic information with competitors, such as details on pricing and manufacturing. If we have a strong market position, we do not enter into agreements with suppliers, distributors or customers if this restricts or aims to restrict competition. We promptly report competition concerns to the Legal Department and seek advice in connection with competition issues.

Suppliers will act in accordance with national and international competition laws and will not enter into any anti-competitive agreements, either overt or implied (such as price fixing, sharing markets or customers, market collusion or bid rigging). Suppliers shall - insofar as this is reasonable in

view of the size of the company - ensure through suitable training that employees are familiar with the basics of competition and antitrust law.

b. Export and import controls and sanctions

Trade control regulations are particularly important to our import and export activities. Some Anschütz products are subject to specific trade restrictions that require special scrutiny and attention. Trade with certain countries, legal entities, individuals (trade sanctions) or the exchange of certain goods and technologies (export controls) may be restricted by trade regulations. Violations of trade restrictions (sanctions and embargoes) may expose Anschütz to legal, financial and reputational consequences.

We comply with applicable national and international trade restrictions in accordance with the Trade Sanctions Directive and do not take any action that would result in violations of applicable laws. We also expect this approach from our suppliers.

5. Protecting information

The confidential handling of information is essential for Anschütz, which is why we also demand such confidentiality from our business partners.

a. Records Management

Documents, files, records (hereinafter collectively referred to as "records") are of high value to our business and must be properly managed. Records contain information that is needed as evidence of business activities, that serve legal, tax, regulatory, or accounting purposes, or that is relevant to the Company's records. Failure to properly manage records can create significant business risks. The potential consequences include financial losses and competitive disadvantage, reputational damage and compliance issues, and violations of tax and accounting regulations. Some records are subject to retention periods. Once these have expired, the documents in question must be destroyed in an appropriate manner.

b. Personal data

Data protection laws protect information about individuals, i.e. their personal data. Anschütz respects the personal rights of all employees, customers, suppliers and business partners. We are committed to professional and ethically impeccable handling of personal data.

We process, store and protect personal data in compliance with legal regulations. For example, personal data is collected confidentially, only for legitimate, previously defined purposes and in a transparent manner. We only process personal data if they are protected against loss, modification and unauthorized use or disclosure by appropriate technical and organizational measures. We also require this procedure from our suppliers.

c. Confidentiality

Confidential information is inherently non-public, such as information related to products or services, technical, commercial or financial information. The protection of confidential information is intended to protect our company from negative consequences such as legal risks, loss of competitiveness or threats to reputation.

Confidentiality is a fundamental principle of our work. If we are unsure of the status of information, we consider it confidential. We protect our confidential information from unauthorized access, disclosure and misuse, both internally and externally. We protect the confidential information of others (e.g., partners, customers, suppliers, employees) as well as confidential information of Anschütz. Before we disclose confidential information, we ensure that we are authorized to do so and that the recipient is entitled to receive it in order to perform his or her duties.

We enter into a non-disclosure agreement with partners (if required) and consult with the Legal Department before signing. When we come into contact with confidential information that we are not permitted to access, we inform the owner of the information and take the necessary measures. We require that our suppliers act accordingly.

d. Intellectual property

Intellectual property is an important strategic tool for achieving business goals and must be handled with appropriate care. The protection of intellectual property is a foundation for innovation, quality and long-term trusting partnerships. Technology and know-how transfer must be carried out in such a way that intellectual property rights, trade secrets and non-public information are protected from misuse, mishandling, counterfeiting (plagiarism), theft, fraud or unauthorized disclosure. We comply with applicable trade secret laws and expect our suppliers to do the same.

6. Compliance, follow-up and violations**a. Compliance and follow-up**

Anschütz follows this Code of Conduct in its own actions. We expect our suppliers to act in accordance with this Code of Conduct themselves. We will regularly monitor compliance with the principles and requirements by regularly asking our suppliers to submit a self-assessment.

Anschütz may at any time verify compliance with the Supplier Code of Conduct through measures such as self-reporting by suppliers, submission of certificates, and information provided by third parties.

The supplier shall allow Anschütz, if necessary, also without prior notice, to check during normal business hours by audit on site (on the supplier's premises or at other locations where services are provided on behalf of the supplier) whether the principles of this Supplier Code of Conduct are complied with. This may be done by Anschütz or by assigned third parties. When exercising its inspection and audit rights, Anschütz shall keep the interference with production and operating processes as low as possible and shall show sufficient consideration for the supplier's business secrets.

Compliance and follow-up will be verified in compliance with the respective applicable law and existing non-disclosure agreements.

b. Subcontractors and sub-suppliers

We expect our suppliers to consider the principles of the Code of Conduct when selecting subcontractors and sub-suppliers and to require their subcontractors and sub-suppliers to comply with the minimum standards of this Code of Conduct with respect to the protection of human rights, working conditions, anti-corruption and environmental protection in the performance of their contractual obligations.

c. Violations by the Supplier

Any violation of the principles and requirements set forth in this Code of Conduct shall be considered a serious breach by the supplier of its contractual obligations to Anschütz.

If a supplier itself becomes aware of a violation of this Code of Conduct or of facts or circumstances which indicate or could lead to a violation of this Code of Conduct, he must immediately report this to Anschütz and cooperate in all subsequent investigations.

If Anschütz suspects that the supplier is violating any of the principles or requirements of the Code of Conduct, Anschütz reserves the right to require the supplier to disclose all relevant information.

If Anschütz becomes aware of facts or circumstances that, in our reasonable judgment, indicate that a supplier has violated or may violate this Code of Conduct, either intentionally, repeatedly, or in a manner that we reasonably believe to be serious, Anschütz may require the supplier to immediately take specific and appropriate corrective action to remedy the violation of the Code of Conduct. If the supplier, in breach of duty, fails to demonstrably initiate remedial measures to remedy a violation of the Code of Conduct no later than four weeks after having discovered the violation or if the remedial measures do not show any effect within a reasonable period of time, Anschütz shall be entitled, without prejudice to other remedies, to terminate or withdraw from any existing contract with the supplier with immediate effect after the fruitless expiry of a reasonable

grace period or after a fruitless warning. If the violation of the Code of Conduct shows such a degree of severity that Anschütz cannot reasonably be expected to adhere to individual or all contracts existing with the supplier, Anschütz shall also be entitled to terminate or withdraw from such contracts with immediate effect. Unreasonableness exists in particular if the violation for which the supplier is responsible has caused a not insignificant damage to Anschütz's reputation or even if such damage is already sufficiently imminent.

d. Violations by Anschütz

In the event of suspected violations or unlawful conduct by Anschütz or persons employed by Anschütz, a neutral contact point is available to all suppliers, their employees or other persons concerned via this Link: <https://dmb.speakup.report/anschuetzgroupsspeakupline>. The secure and confidential handling of the contents of each report is guaranteed. Incoming reports are not traced and the reporters are not automatically registered. The content of incoming reports is forwarded to the Anschütz compliance officer for clarification. There, the procedure is coordinated and the decision on further measures is made. All reports are treated confidentially.

The Supplier Code of Conduct is available for download on the Anschütz website (www.anschuetz.com) in the currently effective version.