



HENSOLDT

Supplier Code of Conduct

Introduction

The relationship between HENSOLDT and its suppliers, service providers and subcontractors of all kinds (hereafter referred to as “Suppliers”) is an important component to building sustainable business success. The term “HENSOLDT” as used herein comprises Hensoldt AG and all its Affiliated Companies*.

HENSOLDT expects from its Suppliers full compliance with all applicable laws and regulations of the countries in which the Suppliers operations are managed, goods handled and/or services are provided. In addition, the HENSOLDT Supplier Code of Conduct (the “Code”) formalizes the expectations that HENSOLDT holds for its Suppliers and throughout the supply chain. Whilst HENSOLDT recognizes differences in cultures and legal requirements, HENSOLDT expects that wherever Suppliers are located, all business shall be conducted, as a minimum standard, in a manner compatible with this Code. The contents of Part 1 of the Code are based on and in alignment with the Supplier Code of Conduct of the International Forum on Business Ethical Conduct for the Aerospace and Defence Industry (IFBEC). Part 2 is considering specific requirements established by the German Supply Chain Due Diligence Act (“LkSG”) and Part 3 is governing general duties and cases of non-compliances.

* “Affiliated Companies” of Hensoldt AG are all entities which are directly or indirectly controlled by Hensoldt AG, whereas “control” means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise.

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PART 1

General Contents



I. Compliance with Laws

Suppliers must comply with all laws and regulations applicable to their business, including the local laws and regulations of all countries outside their home country in which operations are managed or services are provided.

Suppliers must cooperate with inquiries or investigations by legitimate authorities to an appropriate extent, especially in cases of investigating corruption, cartels, anti-competitive behavior, and other white-collar crimes.

II. Anti-Bribery & Corruption

II.1 Anti-Corruption Laws

Suppliers must comply with the anti-corruption laws, directives and regulations that govern operations in the countries in which they do business regardless of any local customs. This also includes compliance with anti-corruption laws that may have extra-territorial application.

We expect Suppliers to conduct reasonable due diligence to prevent and detect bribery and corruption in all business arrangements, including partnerships, the engagement of contractors and sub-contractors, joint ventures, offset agreements, and the hiring of third-party intermediaries such as agents or consultants.

II.2 Illegal Payments

Suppliers must not offer any illegal payments to, or agree to receive any illegal payments from, any customer, Supplier, their agents, representatives or others. We expect Suppliers to prohibit their employees from receiving, paying, and/or promising sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage. This prohibition applies even in locations where such activity may not violate local law.

Suppliers must not offer, promise, make, accept or agree to accept any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on so-called 'facilitation' or 'grease' payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, unless there is a formal legal governmental fee schedule for such expediting services and the government provides receipts. Personal safety payments are permitted where there is an imminent threat to health or safety.

II.3 Fraud and Deception

Suppliers must not seek to gain an advantage of any kind by acting fraudulently, deceiving people, making false claims or allowing anyone else representing them to do so. This includes defrauding or stealing and any kind of misappropriation of property or information.

II.4 Competition and Antitrust

Suppliers must not enter into formal or informal anti-competitive arrangements that fix prices, collude, rig bids, limit supply or allocate/control markets. They must not exchange current, recent, or future pricing information with competitors. Suppliers must not participate in a cartel or any activity that would unlawfully restrain or impact competition.

II.5 Gifts/Business Courtesies

We expect Suppliers to compete on the merits of their products and services. Suppliers must not use the exchange of business courtesies to gain an unfair competitive advantage. In any business relationship, Suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by applicable laws and regulations, and that these exchanges do not violate the rules and standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices. No cash gifts or cash equivalent should be offered or accepted.

II.6 Conflict of Interest

We expect Suppliers to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers will provide immediate notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of HENSOLDT and personal interests or those of close relatives, friends or associates.

III. Global Trade Compliance

III.1 Import

Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, technical data and services.

III.2 Export and Sanctions

Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations including economic sanctions and embargoes, governing the export and transfer of parts, components, and technical data and services. Suppliers shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

III.3 Responsible Sourcing of Minerals

We expect Suppliers to provide products made from materials, including constituent minerals that are sourced responsibly and support efforts to eradicate the use of any minerals which directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses.

We expect Suppliers to conduct due diligence and provide supporting data on their sources and supply chain of custody for these minerals when requested. In the event that the material 'chain of custody' supplied is 'indeterminable' or otherwise unknown, the Supplier is expected to either attain the appropriate certifications, or phase out that material.

III.4 Counterfeit Parts

We expect Suppliers to develop, implement, and maintain effective methods and processes appropriate to their products to minimize the risk of counterfeit parts and materials being delivered. Effective processes should be in place to detect, report and quarantine counterfeit parts and materials and to prevent such parts re-entering the supply chain. If counterfeit parts and/or materials are detected or suspected, Suppliers should provide immediate notification to the recipients of such counterfeit parts and/or materials.

III.5 Product Safety and Quality

We expect Suppliers to comply with all laws and regulations on product safety and quality whilst delivering products and/or services to agreed product safety and quality standards.

We expect Suppliers to have in place quality assurance processes to identify any defects and implement corrective actions.

IV. Ethics Programme

IV.1 Policies and Code of Conduct

We expect Suppliers to implement and adhere to their own written code of conduct, containing the expectations of this Code as a minimum standard, and to flow down their principles to the Suppliers they work with in providing goods and/or services. We expect Suppliers to maintain effective programs that require their employees to make ethical, values-driven choices in their business dealings including developing an employee code of conduct and supporting training.

IV.2 Help and guidance

We expect Suppliers to provide employees and third parties with access to adequate reporting channels to seek advice or raise legal or ethical concerns without fear of retaliation, including opportunities for anonymous reporting. We expect Suppliers to take action to prevent, detect and correct retaliatory actions.



V. Maintain Accurate Records

We expect Suppliers to have in place appropriate controls to accurately and securely create, maintain and store business records, and not to alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.



VI. Information Protection

VI.1 Protecting Sensitive, Confidential and Proprietary Information

We expect Suppliers to ensure that all sensitive, confidential and proprietary information is appropriately protected.

Suppliers must comply with applicable data privacy laws on the collection, processing and transfer of personal data and information.

Suppliers must not use information for any purpose (e.g. advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

Suppliers must protect the sensitive, confidential and proprietary information of others, including personal data/information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures, including mitigating emerging risk to information systems by implementing appropriate IT cyber security programmes.

Suppliers must report to HENSOLDT any suspected or actual data breach or security incident that impacts or concerns the business relation to HENSOLDT as soon they are aware of it.

VI.2 Intellectual Property

Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure.

VI.3 Insider Trading

Suppliers and their personnel must not illegally use any material or non-publicly disclosed information obtained in the course of their business relationship with HENSOLDT as the basis for trading or for enabling others to trade in the stock or securities of any company.

VII. Payment of Taxes

Suppliers must ensure they comply with all applicable tax laws and regulations in the countries where they operate and shall strive to be open and transparent with the tax authorities. Under no circumstances should Suppliers engage in deliberate illegal tax evasion or facilitate such evasion on behalf of others.

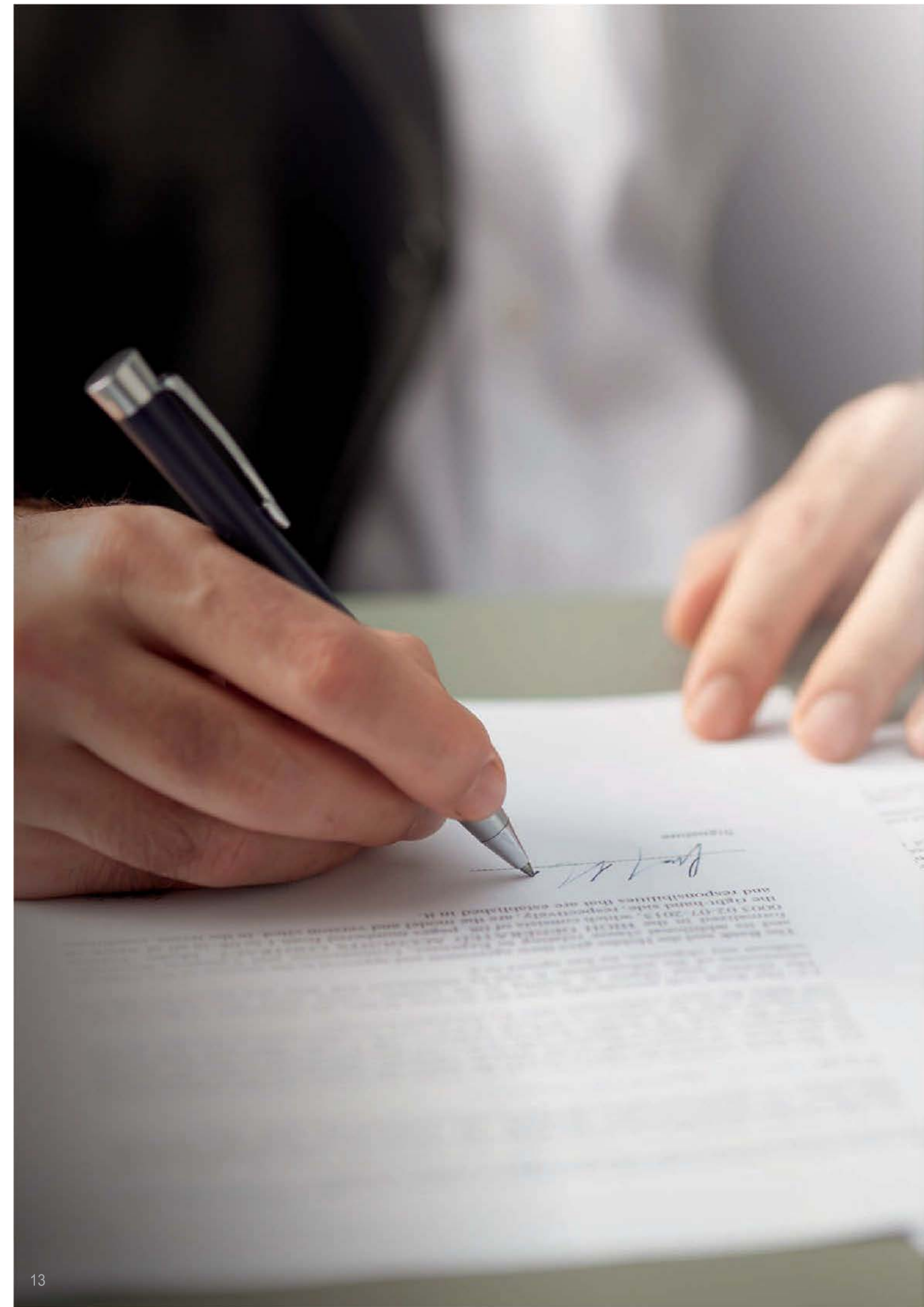
As such, Suppliers must put in place effective controls to counter the risk of tax evasion or its facilitation, and provide appropriate training, support and whistleblowing procedures to ensure their employees understand and implement them effectively and can report any concerns.

VIII. Timely Payment of Suppliers

We expect Suppliers to be fair and reasonable in their payment practices and pay undisputed and valid invoices on time in accordance with agreed contractual payment terms.

IX. Management of Risk

We expect Suppliers to actively manage their risks and not to pass down those risks inappropriately to subcontractors or third parties. Suppliers should share information on relevant risks to ensure risks can be mitigated.





X. Human Rights

We expect Suppliers to conduct their business and operations in a way that respects human rights by treating their own workers, and people working for their Suppliers, with dignity and promoting fair employment practices. This includes providing fair and competitive wages, prohibiting harassment, bullying and discrimination, prohibiting use of child, forced, bonded or indentured labor and not engaging in trafficking of persons for any purpose.

Suppliers are expected to identify risks and actual adverse human rights impacts related to their activities and business relationships. They should take appropriate steps to reduce risk and ensure their operations do not contribute to human rights abuses and to remedy any adverse impacts directly caused, or contributed to, by their activities or business relationships.

X.1 Child Labor

Suppliers are expected to ensure that illegal child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed, and/or the minimum working age defined by the International Labour Organization (ILO), whichever is higher.

X.2 Modern Slavery including Human Trafficking, Forced, Bonded or Indentured Labor

Suppliers must prevent any involvement in all forms of modern slavery, including human trafficking, forced, bonded or indentured labor. All work should be voluntary on the part of the employee.

We expect Suppliers to provide all employees with a written contract in a language they understand clearly indicating their rights and responsibilities with regard to wages, working hours, benefits and other working and employment conditions. Suppliers should not retain any form of employee identification (passports or work permits), nor destroy or deny access to such documentation, as a condition of employment unless required by applicable law.

Suppliers must not charge employees fees, recruitment costs or deposits, directly or indirectly, as a precondition of work.

Suppliers must respect the right of workers to terminate their employment after reasonable notice and to receive all owed salary. Suppliers must respect the right of workers to leave the workplace after their shift (see also Wage, Benefit and Working Hours).

X.3 Diversity and Inclusion

We expect Suppliers to foster a diverse and inclusive work environment where employees are treated with respect and fairness.

Suppliers are expected to provide equal employment opportunity to employees and applicants for employment without discrimination and comply with all applicable non-discrimination laws and regulations.

Suppliers must ensure employment, including hiring, payment, benefits, advancement, termination and retirement, is based on ability and not any personal characteristics (such as the person's gender, origin, nationality, religion, union affiliation etc.).

X.4 Harassment and Bullying

We expect Suppliers to ensure that their employees are afforded an employment environment that is free from physical, psychological, sexual, and verbal harassment, intimidation or other abusive conduct.

X.5 Wage, Benefits and Working Hours

Suppliers must pay employees at least the minimum compensation required by local law and provide all legally mandated benefits, in particular all legally required social security contributions for the employment (e. g. pensions, health care, accident, unemployment, etc.) must be paid in full and on time. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Suppliers must not permit deduction from wages as a disciplinary measure nor permit any other deductions which are not provided by local law.

We expect Suppliers to provide employees with regulated hours of work, daily and weekly rest periods and annual leave at least to the extent required by local law.

X.6 Health and Safety

We expect Suppliers to establish an appropriate safety management system including policies aimed at protecting the health, safety and welfare of employees, contractors, visitors and others who may be affected by their activities by striving to eliminate fatalities, work-related injuries, health impairment and limiting exposure to safety hazards.

Suppliers should take reasonable steps to provide a hygienic working environment and must ensure that employee's performance and safety is not impaired by alcohol, controlled substances, legal and illegal drugs.

X.7 Disciplinary and Grievance Mechanism

We expect Suppliers to have an employee disciplinary process in place to address concerns regarding employee work, conduct or absence.

We expect Suppliers to have a grievance mechanism for employees to raise a workplace problem or concern or to appeal a disciplinary decision.

XI. Environment

We expect Suppliers to conduct their business in a manner that actively manages environmental risks across their operations, products and supply chain.

We expect Suppliers to establish an appropriate environment management system, including policies and procedures aimed at effectively managing their environmental performance, including integrating environmental considerations into their product design or service.

Suppliers are expected to improve their efficiency of energy, water and natural resource usage, minimise waste hazardous materials, dispatch goods in an adequate outer packaging and foster reusable/recycled packaging materials and responsibly manage their air emissions.

PART 2

HENSOLDT Policy Statement and Expectations according LkSG

I. Human-Rights and Environmental Related Expectations on Suppliers

The Supplier assures to comply with the human-rights and environmental related expectations of HENSOLDT as expressed in the **HENSOLDT Policy statement on respect for human rights** in its latest version (the "Expectations"). In case of conflict the Expectations have precedence over Part I of this Code. The **HENSOLDT Policy statement on respect for human rights** is published on www.hensoldt.net (search field key word: "Policy statement on respect for human rights"), is subject to regular reviews and will be updated if human-rights and environmental related risks change significantly. On request, HENSOLDT will provide the Supplier with a copy of the Expectations, anytime.

The Supplier will address the Expectations contractually along its relevant supply chain, which means that the Supplier must contractually oblige its direct suppliers to either comply with the Expectations or with standards of at least equivalent level and to flow down this obligation to their suppliers along the supply chain until the origin manufacturer/supplier.

The Supplier will offer and conduct, if necessary with HENSOLDT'S support, in its company trainings and further education programs, which shall serve strengthening compliance with the aforesaid assurances in Supplier's company.

II. Inspections and Certifications

The Supplier agrees that HENSOLDT or a suitable third party on its behalf are entitled to inspect the Supplier's company (incl. all relevant production sites) as far as necessary to check Supplier's compliance with No. I. above. It is in HENSOLDT's reasonable discretion to conduct inspections risk based or if non-compliances are to be suspected, but in any case, if HENSOLDT receives credible information that the Supplier is not complying with No. I above. The Supplier will co-operate as far as it is necessary to verify its compliance. Supplier's business secrets will be appropriately considered during an inspection. In case of risk based inspections, the inspections can be substituted by the Supplier proving, to HENSOLDT's satisfaction, that it has appropriate certification covering, at least, the area of human rights and the environmental concerns (e.g. valid and up to date ISO 37301 certificate).

III. Breach of Human-Rights and Environmental Related Obligations

In the event there is a breach of a human rights or environmental related obligation according to the LkSG in Supplier's area of responsibility, then the Supplier must immediately end and refrain from such breach. Should the breach be of a nature that it cannot be remedied immediately or if the breach happens in Supplier's supply chain, then the Supplier must immediately draw and implement a solid concept with a detailed timeline to end or, at least, minimize the breach. If the breach happens in Supplier's supply chain, the Supplier is further obliged to co-operate by implementing appropriate preventing measures against the breaching company (sub-supplier at any tier), such as implementing control measures, assisting the company in the prevention and avoidance of risks, or implementing industry-specific or cross-industry initiatives which the Supplier is part of.

The aforesaid are understood as minimum requirements and in addition to any rights HENSOLDT is entitled to under contract or applicable law in cases of breach or non-compliance committed by the Supplier.



PART 3

Further Supplier Duties and Consequences of Non-Compliances with the Code

I. Duty to Inform

The Supplier shall immediately inform HENSOLDT in writing as soon as the Supplier becomes aware or has sufficient reason to assume that the Supplier or one of its sub-suppliers in its supply chain is in breach of the Expectations (Part 2), this Code or its own code of conduct (hereinafter referred to as "Non-Compliance Case"). Aforesaid duty to inform shall apply in particular if the Supplier or one of its sub-suppliers are subject to official investigations by competent authorities or to court proceedings and at least one of the reasons is a non-compliance with standards that are the same or similar to the ones established by the Expectation or this Code.

Reference is also made to HENSOLDT's complaint possibilities and complaint procedure which are available on www.hensoldt.net (search field key word: "OpenLine").

II. Supplier Self-Assessment

For evaluation purposes, HENSOLDT is entitled to request from the Supplier the completion of a suitable supplier self-assessment (incl. the update of an already given self-assessment). The Supplier will co-operate and provide the requested information as far it can be reasonably expected.

The Supplier is herewith informed that the supplier self-assessment can be shared within HENSOLDT to Affiliated Companies (e.g. if the Supplier has or is establishing a business relationship with more than one HENSOLDT company).

III. Suspension and Termination of Contracts

In the event of a Non-Compliance Case, HENSOLDT is entitled to immediately suspend any affected contract/s and any performance thereunder until the Non-Compliance Case has been remedied or been solved in another way. HENSOLDT is further entitled to terminate any affected contract/s with immediate effect, if

- the Non-Compliance Case is of a kind that it cannot be remedied or solved,
- the Supplier refuses or does not take any remedial action or fails to remedy the Non-Compliance Case within a reasonable period of time set by HENSOLDT, or
- it is a repeated or severe Non-Compliance Case and HENSOLDT cannot reasonably be expected to continue the affected contract/s.

The aforesaid rights are without prejudice and in addition to any rights HENSOLDT is entitled to under contract or applicable law because of a Non-Compliance Case committed by the Supplier, in particular with regard to claim damage compensation or indemnification.

More Information about the International
Forum on Business Ethical Conduct (IFBEC):
<https://ifbec.info/about/>

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