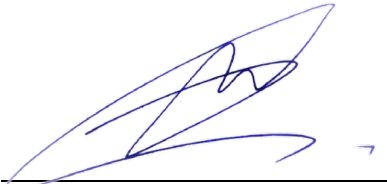


Supplier Code of Conduct



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Approval
Supplier Code of Conduct



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Revision Chart

Version	Date	Entry into force	Responsible Function	Modification
V1	01/02/2023	01/02/2023	Compliance/ Legal	Initial Release

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1. Introduction

adapa Group, being a responsible corporate citizen, has taken proactive measures to ensure the highest standards of professional and ethical business conduct. At adapa Group, each individual employee works with dedication to identify new avenues in the flexible packaging industry and to break new ground. We strive to be leaders in sustainability – a commitment that goes far beyond our technology development. It is in our core values to make responsible use of the planet's resources, meet the highest social standards and embody ethical integrity not only in our business – but throughout the entire supply chain. adapa Group recognises that the supply chain is a critical extension of our business value chain and actively strives to develop and work together with adapa Group's suppliers, contractors, agents service providers and subcontractors (collectively, "suppliers") to achieve the principles referred to herein. adapa Group is strongly committed to upholding standards set by the Universal Declaration on Human Rights (UDHR). Therefore, we expect our suppliers to conduct business responsibly as well.

Our success is built on strong and fruitful relationships with our suppliers. To encourage supply chain responsibility, we strengthen cooperation to create and encourage responsible and fair business practices along the supply chain. Aiming for the highest standards, we ask our suppliers to demonstrate their commitment to quality and environmental protection and their respect and compliance with human rights. It is required that all management principles within the supplier's organisation are communicated in a language understood by the employees.

This document demonstrates an excerpt of fundamental principles from our Group Code of Conduct. As we place the highest demands on our Group, we expect our suppliers to comply with environmental protection, occupational health and safety and other safety requirements. These are based on the ten principles of the United Nations Global Compact and the core labor standards of the International Labor Organization. By accepting this Code, the supplier confirms to fulfill the respective requirements.

Please find our Code of Conduct on our Website: www.adapa-group.com.

2. General Information

This supplier Code of Conduct is a reference document of our Supplier Manual. It is the responsibility of every supplier to ensure complete understanding of those both documents, to comply with all requirements described therein and in particular to adhere to the ten principles of the United Nations Global Compact and the core labor standards of the International Labor Organization. Furthermore, each of our suppliers shall comply with all laws and regulations applicable to the manufacture, sale and supply of services, products, materials, tools, and equipment and to our finished semiconductor products. Suppliers are responsible for always using the latest version of documents published by our Group on our website. adapa Group requires that suppliers comply with this Supplier Code of Conduct by using adequate management systems within its supply chain and to pass on the obligations contained in this supplier Code of Conduct "down-the-supply chain". Supplier's status of compliance with adapa Group's supplier Code of Conduct will be one of the considerations for adapa Group's decision-making on supplier evaluation and selection.

3. Business Integrity

Acting ethically means our Group complies with the letter and spirit of the law, upholds the principles of our Code of Conduct, and lives out the Company's shared values. It also means we always act with integrity, always telling the truth and dealing fairly. The lived Corporate Social Responsibility and observance of ethical standards are very important to our Group and has our utmost attention. We aim to maintain high standards of ethical and business conduct and expect our suppliers to do so as well.

3.1. Fundamental ethical principles

adapa Group as an internationally operating corporation is fully committed to the basic ethical values of respect and appreciation, integrity, responsibility, and team spirit. We demand this attitude also from our suppliers.

3.2. Compliance with laws and regulations

The applicable laws and regulations of the respective countries that the supplier operates in, must be complied with.

3.3. Anti-bribery and corruption

adapa Group is committed to fair competition and fighting corruption. We expect our suppliers also to adhere to all national and international anticorruption laws, such as the United Nations Convention Against Corruption. Bribery and accepting and granting benefits are forms of corruption. The supplier agrees to maintain and enforce a policy requiring adherence to lawful business practices, including a prohibition against bribery of government officials, not to offer or provide, directly or indirectly, anything of value, inclusive of but not limited to cash, bribes, gifts, entertainment or kickbacks, including offers of employment, or participation in a contest, game or promotion, to any adapa Group employee, representative or adapa Group customer or to any government official in connection with any adapa Group procurement, transaction or business dealing, and to provide any supporting data to adapa Group, when requested.

3.4. Competition Law

The supplier shall in no event and explicitly covenants not to share or exchange any price, cost or other competitive and/or sensitive information or to engage in any collusive conduct with any third party with respect to any proposed, pending, or current adapa Group procurement.

3.5. Conflicts of interest

The highest standards of integrity are to be upheld in business interactions with adapa Group, which respects the personal interests and private life of all employees. We take great care in avoiding conflict between private and business interests or even the mere impression thereof. adapa Groups' employees are required to act in a way that promotes our best interests and must disclose possible conflicts of interest. The employees of our suppliers shall refrain from offers that could give rise to the appearance of a conflict of interest for our employees. In case of a potential conflict of interest, e.g., due to family connections, our suppliers shall proactively inform us.

3.6. Privacy and Information security

The supplier commits to comply with all applicable privacy and data protection regulations and ensures that the collection, processing, and use of personal data are carried out exclusively within the legally permitted and operationally necessary scope. We expect our suppliers to respect the privacy of individuals and to maintain appropriate confidentiality of such information and personal data and to implement and maintain physical, organisational and technical measures to ensure the security and confidentiality of adapa Group's data in order to prevent accidental, unauthorised or unlawful destruction, alteration, modification or loss of adapa Group's data,

misuse of adapa Group's data, or unlawful processing of adapa Group's data and protect supplier operations and facilities against exploitation by criminal or terrorist individuals and organisations.

3.7. Security and intellectual property

Our suppliers shall strongly support our efforts regarding security in the supply chain and the protection of our assets, in particular our intellectual property and products. Our suppliers shall ensure that their security policies are effectively implemented, regularly checked, and continuously improved.

3.8. Contractual basis and Confidentiality

We uphold our reputation by respecting contractual obligations. Our Suppliers shall only provide adapa Group with products or services based on an executed purchase order, supply contract or service contract. We consider it a matter of course that our Suppliers keep our company and business secrets confidential and protect them from unauthorised access by third parties.

3.9. Business continuity

The supplier must have a business continuity plan. The primary objectives are to safeguard company assets, maintain customer service and to communicate responsibly with all those who have a need to know should the supplier experience a significant business disruption. This plan must include contingency plans to satisfy adapa Group delivery requirements without delay in the event of significant interruptions due to natural disasters, fire, utility interruptions, equipment failure, etc.

3.10. Trade Controls, Customs Matters & Tax

The supplier commits to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology, or technical data including any restrictions on access or use by unauthorised persons or entities. Not to take or participate in any actions that may be viewed as tax evasion or the facilitation of tax evasion.

3.11. Business Process Controls

The supplier will ensure that all invoices and any customs or similar documentation submitted to adapa Group or governmental authorities or audited by third parties in connection with transactions involving adapa Group accurately describe the goods and services provided or delivered and the price thereof, to ensure that all documents, communications, and accounting is accurate and honest.

4. Labor Standards

4.1. Non-discrimination and non-harassment

Any form of discrimination based on ethnicity, color, religion, gender, age, origin, nationality, disability, or sexual orientation shall not be tolerated by the supplier. This includes any form of (sexual) harassment, insults, aggression, hurtful or indecent behavior.

Employment, pay, staff benefits, education, promotion, discipline, termination, pension, or other employment – related decisions must be based on relevant and objective criteria. This applies to both permanent employees and temporary employees.

4.2. Right to freedom of association and collective bargaining

The supplier respects his employees' right to form and join trade unions and bargain collectively without fear of retaliation.

4.3. Forced labor

Under no circumstances the supplier will use forced or involuntary labor. Any form of slavery is strictly prohibited.

4.4. Child labor

The supplier shall not tolerate any instances of child labor (any person below the age of 15). For workers above the legal minimum working age but below the age of 18 must be special protections in place as well as appropriate training and supervision for their work tasks.

4.5. Acceptance and granting of incentives, gifts, and favors

The principle not to offer or grant as well as demand or accept any payments or gifts to or from business partners for the purpose of obtaining special advantages shall be observed by the supplier.

4.6. Working hours

The supplier complies with all applicable laws regarding regular working hours, rest periods and overtime hours. The supplier may not employ young persons to undertake night work, or any type of work that may be expected to jeopardise their health, safety, or moral development.

4.7. Remuneration

All employees must have a clear, written and legally binding employment contract. The supplier must comply with, at a minimum, national legal standards, or industrially comparable standards, whichever is higher, concerning pay and benefits. We expect our suppliers to provide their employees a fair compensation with an income that provides them and their families with an appropriate standard of living.

Wages must be paid in a legal means of payment directly to the employee, and on a regular basis. Pay deductions must be transparent and never used as a disciplinary measure.

5. Health & Safety

Our Group actively supports the protection of health and safety of our employees, customers, suppliers, consumers, and other stakeholders. Our Company complies with all applicable laws and regulations regarding health, safety, and quality of products and in the production process as well.

5.1. Workplace

We must all review and improve working conditions to ensure a safe and healthy workplace. The supplier shall have an operational Health & Safety program in place that meets the requirements of applicable laws and regulations.

- The supplier must ensure that its employees are offered a safe and health working environment, including Workplace Risk Assessment – which has been done for the whole site and all its workplaces and is updated if operations are changed
- Incidents and accidents – a rule for reporting, analysing, following up and acting is implemented

- Health & Safety training – workers are given the necessary safety training before operating machines, equipment or carrying out potentially hazardous operations
- Safety information – Safety information and/or warning signs are clearly visible at-risk areas
- Machinery and equipment – all machinery and other equipment used in production and operations are safe to use and equipped with safety devices to prevent injuries
- First aid equipment – is available to workers during all shifts in every building, in each floor, clearly marked with quick access
- Personal protective equipment (PPE) – Appropriate PPE and protective clothing is available, maintained, used, and provided free of charge for workers
- First aid trained persons – An adequate number of first aid trained persons are present during working hours covering all shifts and are easily recognised by workers
- Access to drinking water and sanitary facilities in appropriate quality and condition

5.2. Product safety

The safety and quality of delivered products must fulfil the standards required by applicable law. adapa Group's requirements must be met.

6. Environment

Our Group actively supports the protection of the environment. Our goal is to always comply with the applicable laws and regulations regarding the environment, both applicable to the regions, where materials are produced and/or sold, as well as any additional requirements, including but not limited to laws and regulations that regulate hazardous materials, waste, and air and water emissions. Where such regulations fail to meet our Company's standards, we will implement the higher standards.

The supplier shall take great effort to work as conservatively as possible with respect to energy, natural resources, and environmental protection. Compliance with legal requirements relating to the environmental impact as well as its regular review and assessment is expected from the supplier. Our suppliers shall strive to reduce their own carbon footprint, examine, track, and document all relevant greenhouse gas emissions, and strive for energy efficiency. Upon adapa Groups' request, supplier shall provide existing data on emissions on company and/or product level.

The supplier should take measures to avoid the spill and / or scattering of plastic flakes, powders, and granules into the environment.

Emergency procedures must be established and maintained for the effective prevention and management of all emergency health situation and industrial accidents that can affect society or have a negative environmental impact.

7. Whistleblowing/ Reporting

Our suppliers shall ensure that their employees are able to communicate and share grievances openly with management regarding working conditions and management practices without any fear of reprisal, intimidation, or harassment. The grievance procedures provided shall be accessible and shall include the option to report anonymously where appropriate. Suppliers shall periodically provide employees with information and training on all grievance procedures.

The supplier is obliged to report any violation of the rules and standards of this supplier Code of Conduct committed by a third party or an employee or representative of adapa Group and which relates to adapa Group's own business sector or supply chain to adapa Group – anonymously if necessary – via <https://adapa.integrityline.com>.

8. Management system processes/ Audit

Our suppliers shall adopt or establish documented and adequate risk management system processes designed to ensure compliance with this supplier Code of Conduct and with all applicable laws, regulations, and standards to identify and mitigate related risks and to facilitate continuous improvement. Our suppliers shall provide us with information thereof upon request.

The supplier proves by submitting the relevant documentation that he has trained a suitable number and a suitable group of employees appropriately and with equivalent content compared to training offered by adapa Group which serve to prevent violations of the standards under this supplier Code of Conduct.

If and to the extent appropriate, adapa may audit the supplier regularly, at least once a year and, if necessary, more than once a year, for compliance with the obligations under this supplier Code of Conduct. adapa is entitled to have the auditing carried out by a third-party company.

9. Legal consequences by infringements of the supplier

If the supplier violates its obligations under this Supplier Code of Conduct, appropriate remedial measures must be taken without delay to prevent or to end or to minimise the harmful effect of the violation. The supplier shall provide adapa with the binding time schedule for averting, remedying, or minimising the breach. adapa Group may suspend the business relationship until the supplier has remedied the breach. If the breach is so serious or if the breach is not remedied in accordance with the remedial plan or the harmful effects are significantly minimised, adapa may terminate the business relationship for cause.

Confirmation to be signed by the supplier

I hereby confirm to fulfill the respective requirements of this Supplier Code of Conduct.

Supplier legal entity:

Supplier address:

Name:

Title/Function:

Date:

Supplier Signature

Any conflict with this Code of Conduct shall be reported on our whistle blowing platform:

<https://adapa.integrityline.com>.

adapa Group reserves the right to update this document if necessary. The validity and binding nature of previous versions already signed always remain in force.