


# Luware Supplier Code of Conduct

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# Introduction

The Luware Group (Luware) is committed to ethical business practices. We conduct our business activities with honesty and integrity, in compliance with applicable laws and regulations, and take measures to minimize the impact of our activities on the environment.

This Supplier Code of Conduct defines the minimum standards of business conduct and business practices that Luware expects its business partners including Suppliers to comply with. We are committed to working with our Suppliers to ensure high social, environmental, and business ethical standards.

## 1 Ethics and Compliance

Luware is committed to conducting its business in a fair, honest, and open manner. We act in accordance with applicable laws and with the highest standards of integrity. Likewise, we expect our Suppliers to conduct their business ethically, act with integrity and respect applicable laws. This includes avoiding all forms of illegal activity, such as bribery, corruption and fraud, or obtaining improper benefits or preferential treatment from their business relationships.

### 1.1 Anti-Bribery and Corruption

We require our Suppliers to be familiar and comply with the relevant anti-corruption laws and regulations as well as the applicable anti-bribery laws and regulations. Suppliers shall never directly or through intermediaries, offer, promise, give or accept a bribe or seek to extort a bribe, or a personal or improper advantage (of money or anything of value) in order to obtain or retain a business or other advantage or to influence the decisions or actions of a third party, whether public or private. Nor shall the Supplier accept any such advantage in return for preferential treatment of a third party.

### 1.2 Fraud

We do not tolerate any form of corrupt practices including extortion and fraud. We expect our Suppliers to be vigilant and proactively look for fraud, and the risk of fraud, in their business operation.

### 1.3 Anti-Money Laundering

We expect our Suppliers to comply with all applicable anti-money laundering laws and regulations. Suppliers shall not engage in any money laundering activities, or any other activities which may facilitate, result in or be perceived to be money laundering.

## 1.4 Sanctions

Suppliers must conduct their business in compliance with all applicable trade and sanctions laws and regulations and refrain from engaging in any transaction with any sanctioned party or country or using another party to carry out activities that could not be lawfully performed directly due to trade sanctions prohibitions.

## 1.5 Conflict of Interest

Suppliers shall refrain from even the appearance of conflicts of interest in their work with us and shall notify us immediately of any known family or other close personal relationships with our employees who have an influence over their engagements with us.

## 1.6 Fair Competition

Suppliers shall not fix prices with their competitors or manipulate offers. They shall not exchange current, past, or future pricing information with competitors. Suppliers shall not participate in a cartel, and they may not abuse a dominant market position.

## 1.7 Intellectual Property Rights

We expect our Suppliers to respect intellectual property rights, trade secrets, confidential information and safeguard customer information. Suppliers shall comply with all the applicable laws governing intellectual property rights and conduct technology and know-how transfers in a manner protecting intellectual property rights.

## 1.8 Data Privacy and Confidentiality

We are transparent in the handling of personal data and, in particular, the data of our stakeholders. When handling personal data, we respect and protect its privacy and security aspects at all times. Limiting access to and use of personal data is key. Suppliers will protect the privacy of personal information of everyone with whom they do business, including suppliers, customers, and employees in accordance with relevant data privacy legislation.

Any non-public information about Luware as well as information about our stakeholders is considered confidential information. It includes trade secrets, business, marketing and service plans, consumer insights, engineering and manufacturing ideas, product recipes, designs, databases, records, salary information and any non-published financial or other data. In particular, we do not allow access to confidential information and commercial secrets to unauthorised internal or external persons. We do not misuse such information for personal gain or for unauthorised third-party advantage. We expect our Suppliers to treat confidential information with the same care as we do. This obligation continues beyond the termination of business relationship.

## 2 Human Rights and Labour Rights

### 2.1 Human Trafficking and Modern Slavery

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. Luware does not tolerate any form of modern slavery or human trafficking within its business operations. Suppliers shall ensure that they and their supply chain is free from modern slavery and human trafficking.

### 2.2 Prison, Forced Labour and Child Labour

Forced or bonded, indentured or involuntary prison labour is not to be used. Suppliers will ensure that employees are not required to lodge deposits of money, identity papers or similar to retain or obtain employment and that the relationship between the employee and the Supplier is freely chosen and free of threats.

Suppliers shall not engage in or benefit from the use of child labour. The term “child” refers to any person employed under a country's legal age for employment or the age established for completing compulsory education. Child labour refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs.

### 2.3 Non-Discrimination

Key components of success are a diverse, productive work environment that is free from discrimination and harassment. As part of our commitment to having a respectful and inclusive work environment, Luware prohibits discrimination, harassment and bullying in any form – verbal, physical, or visual - on the basis of race, colour, religion, national origin, ancestry, pregnancy status, sex, gender identity or expression, age, marital status, mental or physical disability, medical condition, sexual orientation, or any other characteristics protected by law. Employment at Luware is based solely upon individual merit and qualifications directly related to professional competence. We expect such a working environment from our Suppliers.

### 2.4 Wages, Benefits and Working Hours

Suppliers shall pay employees according to applicable wage laws, including minimum wages, overtime hours and mandated benefits. Suppliers shall consider remuneration in accordance with the skills, performance and experience of their workers based on local competitive conditions, as well as offer benefits in accordance with local market practices. Suppliers shall comply with applicable national laws on working hours and public holidays.

## 2.5 Freedom of Association and the Right to Collective Bargaining

Suppliers shall respect the right of employees, as set forth in local laws, to join (or refrain from joining) an employees' organisations of their choice, without interference or negative consequences. Suppliers shall respect the rights of employees to collective bargaining, and shall adhere to collective bargaining agreements, where these exist. Suppliers shall, subject to applicable law, engage in collective bargaining in good faith. Employees representatives are not discriminated against and have access to exercise their representative functions in the workplace.

## 3 Health and Safety

Suppliers shall ensure that employees throughout Supplier's entire supply chain are provided with a safe and healthy workplace in compliance with all applicable laws, regulations and internationally recognized standards.

## 4 Environment

We expect Suppliers to operate in an environmentally responsible manner and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured, offered or delivered. Suppliers shall have systems to ensure the safe handling, transportation, storage, recycling, reuse, or disposal of all types of waste.

## 5 Reporting Concerns

Luware is committed to creating an open and trustworthy environment where everyone is encouraged to report breaches or suspected breaches of the Supplier Code of Conduct. Should an employee of a Supplier believe they have been bullied, harassed, or discriminated against by an employee or by a stakeholder of Luware we strongly encourage them to immediately report the incident to Luware's Trusted Function via [compliance@luware.com](mailto:compliance@luware.com) with the subject "Trusted Function – Concern". Contact with the Trusted Function can be made anonymously if desired.

The report should, where possible, contain a description of the concern, the event, the breach and/or the suspected breach, the date of occurrence and/or timeframe of occurrence, the involved parties, and any other information such as communications etc. that may be helpful in order to address the case.

Notwithstanding the foregoing, Luware's Suppliers are obliged to immediately report any breaches or suspected breaches of confidentiality or intellectual property rights to the Trusted Function.

All reported breaches or suspected breaches will promptly and thoroughly be investigated, and appropriate action will be taken.



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