Code of conduct for suppliers of the SanData IT Group

(Code of Conduct)

Stand: August 2025

The following companies belong to the **SanData IT Group:**

SanData EDV-Systemhaus GmbH,

SanData Solutions GmbH,

SanData Technology GmbH

ProTeam Business Solutions GmbH

Data Technology Betriebsberatungs GmbH & Co KG

The term SanData IT Group is used below as a representative of the individual companies

Preamble

The SanData IT Group (hereinafter referred to as "SanData") is committed to conducting its business operations in an environmentally and socially responsible manner. We expect the same conduct from all our suppliers. We also expect our employees to observe and integrate the principles of ecological, social, and ethical behavior into the corporate culture. Furthermore, we strive to continuously improve our business practices, products, and services in line with the principles of sustainability and encourage our suppliers to contribute to this objective within a holistic approach.

For future cooperation, the contracting parties agree to the application of the following provisions as a joint Code of Conduct. This agreement shall serve as the basis for all future deliveries. The contracting parties undertake to comply with the principles and requirements set forth in this Code of Conduct and to make every effort to ensure that their subcontractors are contractually bound to adhere to the standards and regulations contained herein. This agreement shall become effective upon signature. A violation of this Code of Conduct may, as a last resort, constitute grounds and cause for the termination of the business relationship, including all related supply agreements.

This Code of Conduct is based on national laws and regulations such as the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) as well as international conventions, including the Universal Declaration of Human Rights of the United Nations, the UN Guiding Principles on Business and Human Rights, the Children's Rights and Business Principles, the International Labour Organization's (ILO) core labor standards, and the United Nations Global Compact.

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1. Scope of application

This Code applies to all suppliers (hereinafter referred to as "business partners") with whom any company of the SanData IT Group enters into a business relationship.

2. Compliance with the law

Business partners shall comply with all applicable laws and regulations governing their business activities, including the local laws and regulations of any countries outside Germany in which they conduct operational or strategic business or provide services.

3. Prohibition of bribery and corruption

3.1 Anti-corruption laws

Business Partners shall comply with all applicable anti-corruption laws, regulations, and guidelines governing business activities in the countries where they operate, regardless of local customs or practices. This includes compliance with anti-corruption laws having extraterritorial application.
All forms of bribery and corruption are strictly prohibited. No Business Partner may offer, grant, or accept bribes. Bribery constitutes a criminal offence, both in the context of commercial transactions and with respect to public officials, including the granting of undue advantages and facilitation payments. In particular, Business Partners are prohibited from directly or indirectly offering, promising, granting, or accepting any improper material or non-material benefits for the purpose of obtaining business, securing contracts, or gaining unlawful advantages (corruption).
Business Partners are expected to conduct appropriate due diligence reviews to prevent and detect bribery and corruption in all business dealings, including partnerships, the engagement of contractors and subcontractors, joint ventures, offset agreements, and the appointment of third parties such as intermediaries, agents, or consultants.

3.2 Prohibited payments

Business Partners shall not offer, make, or agree to make any illegal or prohibited payments, nor shall they accept such payments from customers, subcontractors, their agents, representatives, or any other third parties.

SanData expects Business Partners to prohibit their employees from accepting, offering, paying, or promising any money or thing of value, directly or indirectly, for the purpose of exerting improper influence or obtaining an undue advantage. This prohibition applies even in jurisdictions where such conduct might not violate local law.

Business Partners shall not offer, promise, provide, or accept any prohibited payments or benefits, whether monetary or in kind, to or from public officials, government employees, political parties, candidates for public office, or any other individuals.

This includes a strict prohibition of so-called “facilitation” or “grease” payments, which are intended to expedite or secure the performance of routine governmental actions, such as obtaining visas or customs clearances, unless such payments are formally authorised by law under an official fee schedule and a valid receipt is issued.

Payments made to protect personal safety are permissible only in situations where there is an immediate threat to health or safety.

3.3 Business relationship

Relationships between companies, their employees, and their Business Partners – such as subcontractors, customers, public authorities, and their employees – must be characterised by transparency, particularly in procurement and sales activities. This requirement also applies to relationships with former employees and, in particular, relatives of employees who directly or indirectly supply the Business Partner with goods or services.

Employees of Business Partners who are involved in contract negotiations with public authorities must be familiar with the applicable tendering and procurement regulations in the respective country and must not act in violation of such rules.

Business Partners must compete for contracts fairly and lawfully and must conduct all negotiations in full compliance with applicable laws and regulations.

3.4 Fraud and deception

Business Partners must not attempt to obtain any kind of advantage through fraudulent actions, deception, false statements, or by allowing another person acting on their behalf to do so. This includes fraud, theft, and any form of misappropriation of property or information.

3.5 Competition and antitrust law

The business partners may not enter into any formal or informal anti-competitive agreements that, for example, fix prices, manipulate offers, limit supply or divide/control markets. They may not exchange current, past or future price information with competitors. Business partners may not participate in a cartel or in activities that would unlawfully restrict or impair competition.

3.6 Gifts / Business courtesies

We expect our business partners to compete on the merits of their products and services. Business partners may not use the exchange of business courtesies to obtain an unfair competitive advantage. In every business relationship, business partners must ensure that the offering or acceptance of gifts or business courtesies is permitted under applicable laws and regulations and that such exchange does not violate the rules and standards of the recipient's organisation and is consistent with reasonable market customs and practices. Cash gifts or cash equivalents may not be offered or accepted.

3.7 Conflict of interest

We expect business partners to avoid all conflicts of interest or situations that may give the appearance of a potential conflict of interest. Business partners shall promptly notify all affected parties if an actual or potential conflict of interest arises. This includes any conflict between the interests of the business partner and/or its subcontractors and the personal interests of close relatives, friends, or acquaintances.

4. Global trade compliance

4.1 Import

Business partners must ensure that their business practices comply with all applicable laws, regulations, and directives governing the import of parts, components, technical data, and services.

4.2 Export and sanctions

Business partners must ensure that their business practices comply with all applicable laws, regulations, and directives, including economic sanctions and embargoes, that govern the export and transfer of parts, components, technical data, and services. Business partners must provide truthful and accurate information and, where required, obtain export licences and/or authorisations.

4.3 Responsible sourcing of minerals

Business partners must comply with all applicable laws and regulations regarding the direct and indirect sourcing of critical materials and conflict minerals (i.e., when such materials are incorporated into purchased products). These materials include "conflict minerals" (tin, tungsten, tantalum, and gold), rare earth elements, as well as other minerals or metals (e.g., bauxite, cobalt, titanium, lithium).

Business partners must establish a policy and a management system to ensure, to a reasonable extent, that the conflict minerals and critical materials contained in the products they supply are sourced responsibly—meaning with minimal environmental impact and without infringing on human rights.

Business partners must support efforts to eliminate the use of conflict minerals that directly or indirectly finance or benefit armed groups committing serious human rights violations. They must conduct due diligence and, upon request, provide supporting data regarding the sources and supply chain of these minerals, and disclose any concerns regarding the origin and/or production methods.

If the supply chain of the delivered material is “undeterminable” or otherwise unknown, business partners must either obtain the appropriate certifications or exclude that source of minerals.

4.4 Counterfeit parts

We expect business partners to develop, implement, and maintain effective methods and processes suitable for their products in order to minimise the risk of delivering counterfeit parts and materials. Effective processes must be in place to detect, report, and quarantine counterfeit parts and materials and to prevent such items from re-entering the supply chain. If counterfeit parts and/or materials are discovered or suspected, business partners must immediately notify the recipients of such counterfeit parts and/or materials.

4.5 Product safety and quality

We expect our business partners to comply with all laws and regulations relating to product safety and quality and to supply products and/or services in accordance with the agreed product safety and quality standards.

We also expect business partners to maintain quality assurance processes that enable them to identify defects and implement corrective actions.

4.6 Money laundering prevention

We expect our business partners to comply with the legal regulations on the prevention of money laundering.

5. Keeping correct records

We expect our business partners to maintain adequate controls to ensure that business records are created, stored, and maintained accurately and securely, and that no entry is altered to conceal or misrepresent the underlying transaction. All records, regardless of their format, that are created or received as evidence of a business transaction must fully and accurately reflect the transaction or event being documented. Records must be retained in accordance with applicable recordkeeping and retention requirements.

6. Social responsibility

6.1 Exclusion of child labor, forced labor and human trafficking

No forced labor, slave labor or comparable work may be used. All work must be voluntary and without threat of punishment. Employees must be able to terminate their work or employment relationship at any time. Unacceptable treatment of employees, such as mental cruelty, sexual or personal harassment, or humiliation, must not occur. The engagement or use of security forces shall be prohibited if such use results in inhumane or degrading treatment, injury to persons, or interference with the right to freedom of association.

No employees under the minimum age of 15 may be employed. In countries that fall under the exemption for developing nations in accordance with ILO Convention No. 138, the minimum age may be reduced to 14.

6.2 Fair remuneration

The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. The remuneration for overtime must in any case exceed the remuneration for regular hours. If the remuneration is not sufficient to cover the costs of normal living expenses and to build up a minimum level of reserves, the supplier is obliged to increase the remuneration accordingly.

Employees must be granted all legally prescribed benefits. Deductions from wages as a punitive measure are not permitted. The supplier must ensure that employees receive clear, detailed and regular written information on the composition of their remuneration.

6.3 Fair working hours

Working hours must comply with the applicable laws or industry standards. Overtime is only permitted on a voluntary basis and must not exceed 12 hours per week. After six consecutive working days, employees must be granted at least one day off. The regular weekly working hours must not regularly exceed 48 hours.

6.4 Freedom of association

The right of employees to form and join organisations of their own choosing, to engage in collective bargaining, and to strike must be respected. In cases where the freedom of association and the right to collective bargaining are restricted by law, alternative means must be provided to allow independent and free association of employees for the purpose of collective bargaining.

Employee representatives must be protected from discrimination. Employees must not be discriminated against for establishing, joining, or being a member of such organisations. Employee representatives must be granted free access to the workplaces of their colleagues to ensure that they can exercise their rights lawfully and peacefully.

6.5 Non-discrimination

Discrimination or unequal treatment of employees in any form is prohibited unless justified by the requirements of employment. This applies, for example, to discrimination based on gender, race, ethnic or social origin, colour, disability, health status, political opinion, descent, belief, religion, age, pregnancy, or sexual orientation. The personal dignity, privacy, and individual rights of every person must be respected.

6.6 Health protection and safety in the workplace

The supplier is responsible for providing a safe and healthy working environment. By applying an occupational health and safety management system in accordance with ISO 45001, or by establishing and implementing equivalent occupational safety systems, the necessary preventive measures must be taken to avoid accidents and health hazards that may arise in connection with work activities.
Excessive physical or mental fatigue must be prevented through appropriate measures. In addition, employees must be regularly informed about and trained in applicable health protection measures and safety standards. Employees must be granted access to a sufficient supply of drinking water as well as to clean sanitary facilities.

6.7 Handling of conflict minerals

For the conflict minerals tin, tungsten, tantalum, and gold, as well as for other raw materials such as cobalt, the company establishes processes in accordance with the guidelines of the Organisation for Economic Co-operation and Development (OECD) to fulfil its due diligence obligations in promoting responsible supply chains for minerals from conflict and high-risk areas and expects the same from its suppliers. Smelters and refineries without adequate, audited due diligence processes should be avoided. Our suppliers are called upon to meet their due diligence obligations along the raw materials supply chain. This includes implementing measures to ensure that the minerals used by the supplier—particularly tantalum, tin, tungsten, gold, and cobalt—do not directly or indirectly contribute to the financing or support of armed conflicts or to serious human rights violations such as child labour, forced labour, or slavery.

7. Environmental responsibility

The protection of the climate and the environment is an integral part of our sustainability-oriented corporate development. Therefore, a guiding principle of our business activities is the responsible and careful use of the environment and its resources. In this way, we ensure the long-term economic success of our company and contribute to creating good living conditions for future generations. The supplier undertakes to comply with all applicable environmental protection standards and regulations. Furthermore, the supplier acts with a forward-looking and sustainable mindset, carefully assessing the environmental and climate-related impacts of its business activities with the aim of continuously reducing and avoiding negative effects and the consumption of resources.

Each employee is jointly responsible for environmental protection within their immediate working environment. This includes the efficient and economical use of energy and consumables such as water and paper, as well as compliance with all waste management requirements at their sites.

In cooperation with partners, producers, suppliers, and customers, resource efficiency and ecological considerations play an essential role. This applies in particular to the entire life cycle of the supplier's products with regard to their manufacture, packaging, use, and disposal.

The supplier is committed to continuously improving the environmental performance of its products and services. In the design, equipment, and operation of its sites, the supplier also focuses on the use of renewable energies and advanced technologies to protect the environment.

8. Ethical business conduct

8.1 Fair competition

The principles of fair business conduct, fair advertising, and fair competition must be observed. In addition, applicable antitrust laws must be applied, which prohibit agreements and other activities with competitors that influence prices or terms and conditions. Furthermore, these regulations prohibit agreements between customers and suppliers that restrict customers in their freedom to determine their resale prices and other conditions independently.

8.2 Confidentiality / data protection

The supplier undertakes to meet the reasonable expectations of its clients, suppliers, customers, consumers, and employees regarding the protection of personal information. When collecting, storing, processing, transmitting, and sharing personal information, the supplier must comply with applicable data protection and information security laws as well as official regulations.

8.3 Integrity / bribery and improper advantage

The highest standards of integrity must be applied in all business activities. The supplier must pursue a zero-tolerance policy regarding all forms of bribery, corruption, extortion, and embezzlement. Procedures for monitoring and enforcing compliance must be implemented to ensure adherence to anti-corruption laws.

9. Supply Chain Due Diligence Act (LkSG)

The human rights and environmental requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) must be strictly observed and implemented by all direct suppliers of the SanData IT Group. The SanData Supplier Code of Conduct (CoC) largely reflects the essential requirements from SanData's perspective. However, if the LkSG imposes additional or more stringent obligations, these must also be observed by the supplier.

To ensure compliance with the due diligence obligations under the Act, the following internal processes must, in particular, be established::

- Establishment of risk management system
- Definition of an internal responsibility
- Regular performance of risk analyses
- Issuance of a policy statement on the company's human rights strategy
- Implementation of preventive measures within the company's own operations and with direct suppliers
- Taking corrective actions in the event of violations

- Establishment of a company grievance procedure
- Implementation of due diligence obligations with respect to risks at indirect suppliers
- Documentation and reporting regarding the fulfillment of due diligence obligations

10. Acknowledgement and consent of the supplier

By signing this document, the supplier undertakes to act responsibly and to comply with the principles and requirements set out herein. The supplier also undertakes to communicate the content of this Code to its employees, agents, and subcontractors in a manner understandable to them and to take all necessary measures to ensure the implementation of these requirements.

The supplier agrees that this declaration shall be governed by the substantive law under which the supply contracts between SanData and the supplier have been concluded. In the absence of such an agreement, this declaration shall be governed by the substantive law of the Federal Republic of Germany, excluding the rules of conflict of laws that refer to other jurisdictions.

Place, date	Signature
Name (in block letters)	Company stamp

This document must be signed and returned by a duly authorized representative of the company.