

SUPPLIER CODE OF CONDUCT

MideaGroup

TEKA | GROUP

Supplier Code of Conduct

This Supplier Code of Conduct defines the principles upon which any Supplier and its worldwide subsidiaries shall act in alignment with TEKA Group general values and ethics.

Guidelines of conduct for Suppliers

Suppliers are required to adhere to applicable legislation of the countries and jurisdictions where they operate, with the principles of the United Nations Global Compact, and with TEKA's Supplier Code of Conduct. Additionally, they are expected to implement appropriate processes within their organizations that support compliance with applicable laws and drive continuous improvement in line with the principles and requirements outlined in this document.

Furthermore, suppliers must ensure that all their affiliated companies comply with these principles and requirements. For the purposes of this document, an 'affiliate company' refers to an enterprise in which one of the parties holds a direct or indirect participation interest of more than 50% of the voting registered capital.

TEKA reserves the right to request necessary information from the supplier and to either conduct a sustainability audit at the supplier's site or to appoint a qualified third party to perform the audit, in order to verify compliance with this Supplier Code of Conduct.

Human rights

Suppliers shall adhere to the principles of the Universal Declaration of Human Rights and the conventions in which it is developed, including the recommendations of the International Labour Organization concerning workers' rights in the execution of their activities.

Suppliers must refrain from using private or public security forces if such use could lead to violations of the prohibition of torture, endanger lives, or impair the right to freedom of association.

Child Labor

TEKA requires that all suppliers strictly prohibit and refrain from engaging in any form of child labor within their organization. Suppliers shall comply with local laws regarding the minimum age of employees.

Forced Labor

TEKA strictly prohibits any form of forced, bonded, indentured, or slave labor, as well as any inhumane working conditions or practices. Additionally, TEKA condemns all forms of human trafficking.

Harassment

Supplier shall treat its employees with respect and dignity and shall not use corporal punishment, physical, sexual, psychological, or verbal abuse or harassment of employees.

Wage and Benefits

Supplier shall ensure that employees receive compensation that meets or exceeds the minimum wage stipulated by local law. In addition, the supplier must provide all benefits mandated by local regulations.

Employees shall be compensated for overtime work in accordance with local legal requirements.

Supplier shall provide accident insurance to cover work-related accidents and offer compensation for any work-related accidents that result in permanent disability, as required by local law.

Working Hours

Supplier must ensure that, on a regularly scheduled basis and except in extraordinary business circumstances, employees are not obligated to work beyond the limits set by the applicable laws regarding regular and overtime hours in the country of manufacture. Additionally, except in exceptional business circumstances, all employees should be entitled to at least one day off in every seven-day period.

Nondiscrimination and Rights of Vulnerable Groups

At TEKA, suppliers are expected to promote equal opportunities and ensure equal treatment for all employees.

Supplier shall prohibit any form of discrimination in recruiting, promoting, or selecting employees for basic or advanced training programs. No employee may be discriminated against based on gender, age, pregnancy, marital status, color, race, ethnic or social origin, nationality, religion, worldview, political opinion, union membership, sexual orientation, or disability, or any other characteristic unrelated to the individual's inherent job requirements.

Freedom of Association and Collective Bargaining

Supplier shall recognize and respect any rights of workers to exercise of free association, including joining or not joining labor union or any other association if such free association is lawful under the local law. Supplier shall also respect any legal right of employer to bargain collectively.

Health and Safety

Suppliers shall provide every employee with a clean, safe, and healthy working environment in compliance with all legally mandated standards for workplace health and safety in the countries or regions in which they operate. This includes meeting all local legal requirements for fire safety, machine guards, personal protective equipment, lighting, temperature control, ventilation, and toilet facilities.

Suppliers are expected to establish and maintain an appropriate occupational health and safety management system, such as those in accordance with OHSAS 18001 or its national equivalent. This system should address both actual and potential health and safety risks in the workplace.

Additionally, suppliers are expected to train their employees to prevent accidents and occupational diseases to the greatest extent possible.

Environment protection

TEKA Group expects that Suppliers conduct their operations in an environmentally responsible manner, ensuring compliance with all applicable laws and ESG regulations. Supplier shall: implement proper waste management system to; minimize environmental pollution; promote the efficient use of natural resources; avoid the use of high-polluting materials, including chemicals; and protect the ecosystem and species that may be affected by their activities.

Suppliers are encouraged to maintain a suitable environmental management system, such as ISO 14001, or national equivalent, to minimize environmental impact and hazards. They should continuously strive to improve environmental protection in their everyday operations. This includes managing and reducing the consumption of water, energy, and materials, as well as reducing waste generation and emissions of greenhouse gases and other pollutants.

Conflict Minerals

TEKA Group expects suppliers to adhere to all applicable conflict minerals regulations. If any product contains one or more of the so-called conflict minerals (tin, tantalum, tungsten and gold or their ores), suppliers are expected to provide transparency on the supply chain up to the smelter upon request.

Corruption and Bribery

Bribery, extortion, and kickbacks in any form are strictly prohibited. Suppliers shall act with the utmost integrity, honesty, and transparency, and comply with all applicable anti-bribery and anti-corruption laws. Suppliers must ensure adherence to all United Nations (UN) and Organization for Economic Co-operation and Development (OECD) conventions against corruption, as well as all relevant anti-corruption laws and regulations, including but not limited to the criminal codes applicable in their jurisdictions, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any other applicable international, national, state or local laws, rules, or regulations, related to business corruption, bribery, foreign public official corruption, influence peddling, and embezzlement (the "Anti-Corruption Obligations").

Suppliers are expected to ensure that their employees, subcontractors, and agents do not offer, promise, or grant any advantages to any TEKA employees or related parties with the intent of securing an order award or any other form of preferential treatment in their business transactions. Suppliers are forbidden from influencing officials' judgments or gaining an improper competitive advantage. Officials include employees of state-owned enterprises or organizations.

Supplier confirms that none of its affiliates, directors, officers, or employees are public officials; have offered, promised, made, requested or accepted, and will not offer, promise, make, request or accept, either directly or indirectly, any unjustified benefit or advantage, kickback, bribe, illegal or improper payments in relation to the Supply Agreement or activities related thereto; have or influenced or attempted to influence a public official in relation to a Supply Agreement, taking advantage of a personal relationship, and will not do so in the future; are or have been the subject of an investigation, settlement, or conviction for bribery of other form of corruption.

Gifts and Entertainment

Suppliers must refrain from presenting any invitations or gifts to TEKA's employees to gain any form of influence. Any invitations or gifts extended to TEKA employees or related parties, if any, must be reasonable, infrequent, and appropriate in terms of scope and design. Acceptable gifts should be of nominal value and appropriate for the context of the professional relationship. Such exchanges should always comply with local laws and regulations and must not create any conflicts of interest or perceptions of impropriety.

During the business relationship, any inspection, audit, or bidding process involving a Supplier, no business dinners, transportation, or travel accommodations shall be offered to any TEKA employee or their agents, except in specific work-related circumstances such as working lunches or transportation to facilitate better access to a location.

Cash and cash equivalents (e.g., gift cards, vouchers) shall never be offered at any time, including during traditional holidays in any country or region, regardless of their value.

Conflict of Interest

Suppliers are expected to base their decisions solely on objective criteria and prevent any factors that could influence their judgment due to private, business, or other conflicts of interest from the outset. This includes avoiding situations where personal relationships, including those with relatives or other related parties, could affect their decision-making.

Any potential conflict of interest must be disclosed promptly to ensure transparency and integrity in all business dealings.

Confidentiality

Suppliers are required to maintain the confidentiality of all nonpublic information received from TEKA. This includes protecting data from unauthorized access, disclosure, or use, and ensuring it is only used for the purposes of the agreed-upon business relationship. Suppliers must adhere to the highest standards of confidentiality and data security in compliance with applicable laws and contractual obligations.

Unrestricted competition

The supplier is expected to consistently engage in fair competition and to adhere to all relevant antitrust laws and regulations. Suppliers should refrain from entering agreements with competitors that could lead to anticompetitive practices, such as price-fixing or market-sharing. Additionally, Suppliers should refrain from exploiting any dominant market to unfairly limit competition.

Money Laundering

Suppliers are expected to comply with legal regulations concerning the prevention of money laundering throughout their processes for supplying goods and/or services. In doing so, suppliers commit to abstaining from making, offering, or accepting cash payments that appear unusual given the nature of the transaction.

Suppliers will refrain from involving third parties not specified in the contract in any payments, and from making payments or debits in accounts not designated for regular transactions.

Sanctions and Trade Embargoes

The Supplier shall at all times comply and act in compliance with all applicable economic or trade embargoes and sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the United States Department of State, any other US government entity, the United Nations Security Council, the European Union, the Member States of the European Union, or any other relevant governmental or regulatory authority (“Sanctions”).

The Supplier confirms that neither the Supplier, nor any of its affiliates, directors, officers, or employees: is, or is owned or controlled by, a Restricted Party; directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved with any business with any Restricted Party, or otherwise acts in violation of Sanctions applicable to either TEKA or the Supplier; is or has been the subject of an investigation, settlement, or conviction for violating any applicable Sanctions; or will take any action, or refrain from taking any action, the result of which would be to cause TEKA to be in breach of applicable Sanctions.

For the purposes of this Code “Restricted Party” means a person that is (i) listed on, or owned or controlled by one or more persons listed on, or acting on behalf of a person listed on any Sanctions List or (ii) otherwise a target of Sanctions.

Subcontracting

Suppliers must obtain TEKA’s prior consent before using any subcontractors to manufacture TEKA products or provide services to TEKA Group. Suppliers shall ensure that their subcontractors comply with the requirements set forth in this Code of Conduct.

Suppliers are responsible for ensuring that their own suppliers and subcontractors understand and adhere to the standards, values, and principles of this Code.

Whistleblowing Channel

TEKA Group expects suppliers to report any concerns in good faith regarding our business and potential violations of this Code, laws, regulations, or ethical standards.

Concerns can be addressed confidentially through the following channels:

- Website: <https://whistleblowersoftware.com/secure/TekaGroup>
(allowing for anonymous reports)
- Email: speak-up@heritage-b.com

TEKA Group does not tolerate any form of retaliation against individuals who report concerns in good faith.

Adherence and compliance with the SCoC

Suppliers partnering with TEKA Group are expected to embrace and promote the outlined in this Supplier Code of Conduct. This entails adopting the commitments in the Code and encouraging their subcontractors to do the likewise.

Without waiving any confidentiality obligations stipulated in the Agreements between the Supplier and TEKA, TEKA reserves the right to disclose information regarding a potential violation of the terms included in this Code to governmental or non-governmental agencies, as well as to any other party deemed by TEKA to have a legitimate interest.

The Supplier shall indemnify and hold harmless TEKA, its affiliates, directors, officers, employees, advisors, agents, and equity interest holders (collectively referred to as the ‘Indemnitees’) against any and all claims, damages, and liabilities, including reasonable fees, charges, and disbursements of counsel, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of: (a) any breach by the Supplier of the provisions set out in this Supplier Code of Conduct, or (b) any claim, litigation, investigation, or proceeding relating to any of the foregoing, whether based on contract, tort, or other theory.

Failure to comply with this Code by the Supplier may result in consequences within the contractual relationship with TEKA. Depending on the severity of non-compliance, these consequences may vary from a warning to the early termination of the contract, in addition to any other legal or administrative actions that may be applicable.

Acknowledged and accepted. For and on behalf of Supplier:

Company name	Location and date	Name and signature of legal representative	Signature of legal representative