

Code of Conduct for e.GO Business Partners

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CEO's message

Committed to an ongoing ecological transition, e.GO positions itself as a major player in urban mobility. The choice was clear: to create a sustainable mode of transportation that meets the needs of today's world and the future. From the vision to the realization of the first BEV microfactory and the prototype, we have proven to realize our dreams. The dream of a sustainable world based on clean urban mobility for future generations: The time is now!

Acting has been our motto for a better world. However, we cannot rest the keys to our success on this factor alone: the contributions of our business partners are just as important as well. Therefore, e.GO is actively committed to a more sustainable policy. This includes a value chain that is built upon environmental and social guidelines.

Therefore, e.GO has drawn up a Code of Conduct for Business Partners in order to create a synergy with its entire value chain and to jointly endorse its ESG policy with its business partners.

Preface

The following requirements define e.GO expectations regarding the mindset and conduct of business partners in their corporate activities, in particular with reference to suppliers and sales partners. These requirements are considered to be the basis for any successful execution of business relations between e.GO and its partners, knowing that e.GO respects the same values and standards mentioned below. These sustainability requirements for business partners are based on national and international provisions and conventions, such as the principles of the UN Global Compact, the Business Charter for Sustainable, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights and the relevant conventions of the International Labour Organisation (ILO).

Requirements

1. Founding texts

e.GO's business partners (including but not limited to suppliers) are committed to complying with the law and international texts in force, particularly concerning environmental, social, commercial and ethical obligations. The founding texts of the International Labor Organization (ILO) and the principles of the Organization for Economic Cooperation and Development (OECD) are pillars of governance and control applied in terms of:

- Human rights and working conditions;
- Law concerning the security of persons, information and protection of personal data;
- Discrimination;
- Harassment;
- Anti-corruption;
- Anti-competitive practices;
- Fight against forced labor and child labor;
- Freedom of association and right to collective bargaining.



2. Environment

e.GO's business partners must comply with the following provisions and standards relating to the environment that are applicable to their activities and shall observe environmental ethics practices in all locations where they operate. Thus, e.GO's business partners and shall limit their impact on the environment by reducing their greenhouse gas emissions, their use of resources (energy and water), non-renewable raw materials and non-environmentally friendly products.

In addition, e.GO's business partners comply with the ban of certain materials (lead, mercury, cadmium or hexavalent chromium) unless a case according to Annex II of the EC Directive 2000/53/EC exists. e.GO's business partners do not deliver any such components.

e.GO's business partners commit to the ban on the reuse of certain components (e.g. airbags, harness systems, steering lock devices etc.) in/for new vehicles. In the absence of an express written agreement to the contrary, e.GO business partners are obliged to supply only newly manufactured parts.

e.GO's business partners are obliged to provide, free of charge, correct and complete IMDS material data sheets (International Material Data System) for all new and modified parts and/or included operating materials and to provide us, upon request, with all information and documents that we require to fulfill our legal obligations.

e.GO's business partners shall also oblige its upstream suppliers and subcontractors in accordance with the above regulations and check their compliance in the supply chain.

3. Fthics and minerals conflict

e.GO's business partners shall conduct their activities in accordance with the principles of business ethics. Thus, e.GO's business partners refrain from:

- Promising, offering, giving, or demanding a bribe or other undue advantage to obtain or retain a contract or other advantage;
- Taking advantage of a conflict of interest situation due to their personal relationship with e.GO's employees;
- Engage in behavior contrary to the rules of competition;
- Participate in money laundering operations;
- Not complying with all applicable laws for the import and export of goods, services and information. Furthermore, they comply with sanctions lists.
- Disclosing employees' personal data and using them for purposes other than those for which they were other purpose than that for which it was transmitted;
- Circumventing the tax rules in force with the aim of evading the taxes and taxes that would normally be applicable to it, as well as to practice any fraud on the tax authorities;
- Act contrary to commercial, marketing and advertising practices and take all reasonable steps to ensure the safety and quality of the products or quality of products or services provided.

Moreover, e.GO requires from its business partners to integrate the Mineral Conflicts due diligence process in their respective strategies. These requirements are part of integrating the



"OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High Risk Areas" in e.GO's processes. e.GO expects and requires its business partners to avoid all minerals from conflict affected smelters. Minerals are categorized as conflict affected, if the mining, transport, trade, handling, processing, or export supports armed, nonstate groups, directly or indirectly. Information regarding the smelters and refineries used by their suppliers or sub-suppliers for minerals, e.g. tin, tantalum, tungsten or gold, must be disclosed to e.GO upon request.

4. Social

e.GO's business partners undertake to comply with the relevant social regulations of the country in which they are located on the following aspects:

- Compensation: salaries, including overtime and benefits, must not be lower than the level required by the laws and regulations in force;
- Working hours: unless national provisions impose a lower number of working hours, e.GO's business partners undertake at minimum to respect the legal provisions on working hours. In this respect, it is employees must not work more than 48 hours per week (standard work week) or more than 60 hours per week (maximum work week, including overtime);
- **Harassment**: employees must not be subjected to physical harassment or abuse of a physical, sexual, psychological, or verbal nature;
- Health and safety: employers must provide a safe and healthy work environment to prevent accidents and injuries. Where applicable, they must also provide safe and healthy residential facilities. In all cases, the legal provisions in force at the local level should be considered the as the minimum to be respected;
- **Training**: the employer shall provide training and apprenticeship opportunities for its employees;
- Forced and Child Labor: Child labor is strictly prohibited. "Child" refers to any person younger than the statutory minimum age for employment in the country in which the activity is performed, provided that the statutory age is not younger than the minimum age defined by the International Labor Organization (ILO).

 All forms of forced labor are strictly prohibited. Suppliers may not compel anyone to work or enter into an employment relationship by force or intimidation (e.g., bonded labor or slavery);
- Freedom of association: Business Partners shall grant their employees the right of association to protect or represent their interests in accordance with the applicable national laws. Employees may form or join an association for this purpose.

5. Control and audit

Evidence: In order to demonstrate compliance with the commitments made by e.GO's business partners, the latter undertake to provide e.GO with:

- Either an annual document, such as a CSR report certified by an auditing firm;
- and/or a non-financial rating from a rating agency (such as Ecovadis, CDP and more);



- and environmental or social certifications or labels issued by a certifying body;
- Otherwise, a document objectively explaining the reasons why the company does not yet have a formalized CSR policy.

These documents must be received by e.GO at the latest 1(one) month after the signature of the contract with e.GO's business partners.

Audit: For the purpose of monitoring compliance with the commitments made herein, e.GO's business partner authorizes e.GO to proceed at the business partner's expense, by its own means or by using an independent third party, to carry out any audit, on site or on the premises, with 10 (ten) calendar days' notice.

e.GO's business partners undertake to provide reasonable assistance and to act with diligence in order to carry out this audit. The costs incurred by e.GO's business partners in this context shall remain at their expense if found to be in breach.

Business Partner Suppliers: Moreover, e.GO requires that its business partners monitor and audit their own respective business partners (especially suppliers) regarding environmental and social issues. In some cases, and if necessary, e.GO can verify if its business partners have implemented such due diligence within its value chain.

e.GO has the explicit right to question its business partners, if necessary, concerning these environmental and social issues.

6. Consequences of non-compliance

In the event of a breach and/or non-compliance with aforementioned rules & standards, e.GO has the right to:

- Request the business partners to implement required corrective measures within a defined period; and/or
- Prohibit the business partners, with immediate effect, from using any of the any of e.GO's brands or names, in particular by way of reference; and/or
- Claim damages resulting from such breach and/or ...
- ... terminate all or part of the business relationship with e.GO's business partners for failure to comply with contractual provisions.

7. Value Chain Improvement Approach

In order to improve its environmental and social approach to its suppliers, e.GO and its business partners may meet to exchange best practices in these areas and share the best solutions. Thus, in this context, e.GO is ready to support, within its means of action, its business partners who commit to a progress approach.

8. Contact point

e.GO's business partners agree to provide a single point of contact for the above to e.GO as soon as an agreements or a contract is signed.