

valantic Supplier Code of Conduct

1 Preamble

1.1 This Code of Conduct applies to Suppliers having business relationships with valantic GmbH and its affiliated companies, i.e. any entity in which valantic GmbH directly or indirectly holds the majority of the shares or voting rights or which it otherwise directly or indirectly controls; entities becoming affiliated after this Code of Conduct takes effect are covered from the date of affiliation (the "valantic Group Entities"). The Code applies to all actions or omissions of Suppliers related to the business of the valantic Group Entities.

1.2 Should national, local and/or international regulations and laws be applicable and be stricter than the rules of this Code of Conduct, these stricter regulations and laws apply and prevail. All Suppliers must always inform themselves in advance about the relevant regulations they shall observe within the countries in which they operate and must comply with their requirements when performing their activities for the valantic Group Entities.

1.3 This Code of Conduct shall apply to all services and deliveries from Suppliers to the valantic Group Entities. Suppliers are required to fulfill the principles and requirements of the Code of Conduct and shall instruct and oblige their subcontractors to comply with the standards and regulations set out in there.

1.4 **Our objective: Being number one in what we do**

The valantic Group Entities offer software and digital process solutions as well as strategic consulting services in order for customers to achieve profitable advantages. With such offers, we master the central challenges of digitalization with an exceptional, flexible and elementary organizational structure as well as with operational excellence. Our claim is to break through established ways of thinking by combining technological expertise with industry know-how. In this way, we want to be number 1 in the market in the fields in which we operate.

How business success is achieved at valantic is just as important to us as business success itself. This Code of Conduct reflects our values and is our orientation framework for such values. It combines two important aspects: the requirement to comply with the laws and the specific requirements for integrity.

We seek relationships with Suppliers working in accordance with the guidelines listed in this Code of Conduct. Suppliers to the valantic Group Entities are expected to comply with the guidelines, to make reasonable efforts to disclose information relevant to these guidelines and to implement similar requirements in their supply base and business relationships.

The valantic Group Entities may disqualify any potential Supplier or terminate any relationship with a Supplier that has failed to comply with these guidelines.

2 Our values

PARTNERSHIP – Excellent IT specialists, managers and entrepreneurs have joined forces in the valantic Group. We form a strong unit with our partners. We value long-term relationships characterised by trust, responsibility and respect.

ENTREPRENEURSHIP – The image of the strong entrepreneur is decisive for our actions. A real entrepreneur takes responsible risks and has the absolute will to lead his or her idea to success.

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OPERATIONAL EXCELLENCE – For us, excellence means inspiring the customer with our solutions. This requires a sharp mind and openness to listen and to look closely, as well as curiosity and a passion to understand things from scratch.

FAIRNESS – We are committed to the culture of fairness towards our colleagues, our customers, our investors and our environment.

ONE FIRM – We form an organization in the sense of a "one-firm" partnership in which we share our common values: all valantic Group Entities share and live these values and promote the goals and culture of the valantic Group.

Suppliers shall work according to these values throughout the entire cooperation.

3 Definitions and applicable frameworks

3.1 Definitions

For the purposes of this Code of Conduct, the following definitions apply:

- **"Adverse impact"** means any actual or potential impairment of protected human rights positions or environmental positions within the meaning of § 2 LkSG and of the annexes to the CSDDD.
- **"Chain of activities"** (Art. 3 (1) (g) CSDDD) means the upstream activities required for the provision of the Supplier's services – including subcontractors, freelancers, staffing agencies as well as software, cloud and hardware suppliers – and, downstream, only the distribution, transport and storage of products. Downstream activities relating to services and the disposal of products are not covered, which is of material practical relevance for IT services.
- **"Direct business partner"** means a contractual counterparty of the Supplier; **"indirect business partner"** means any further participant in the chain of activities.
- **"Supplier"** means any natural or legal person, partnership or other association – including sole traders, freelancers, consortia and joint ventures – that supplies goods or services to a valantic Group Entity or intends to do so, in particular as a bidder or in the course of onboarding. Where a consortium or a joint venture act as Supplier, each of its members shall comply with this Code of Conduct.
- **"valantic Group Entities"** has the meaning given in section 1.1.

3.2 Applicable frameworks

In addition to applicable law, Suppliers shall observe as a minimum standard: the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO core labour conventions, the LkSG, the CSDDD as well as – to the extent relevant for the provision of data – the CSRD and the ESRS. Where these standards conflict with one another, the stricter standard prevails. References to the CSDDD and the CSRD are to these directives as amended by Directive (EU) 2026/470 (Omnibus I), which entered into force on 18 March 2026. The CSDDD is to be transposed into national law by 26 July 2028 and applied from 26 July 2029; until then, the requirements of this Code of Conduct based on the CSDDD apply on a contractual basis. References to legislation reflect the status as at October 2026.

3.3 Abbreviations

The following abbreviations are used in this Code of Conduct:

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- **CSDDD** – Directive (EU) 2024/1760 on corporate sustainability due diligence, as amended by Directive (EU) 2026/470.
- **CSRD** – Directive (EU) 2022/2464 on corporate sustainability reporting, as amended by Directive (EU) 2026/470.
- **ESRS** – European Sustainability Reporting Standards.
- **GHG** – greenhouse gas.
- **ILO** – International Labour Organization.
- **LkSG** – Lieferkettensorgfaltspflichtengesetz, the German Act on Corporate Due Diligence Obligations in Supply Chains.
- **OECD Guidelines** – OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.
- **POPs** – persistent organic pollutants within the meaning of Regulation (EU) 2019/1021.
- **UNGP** – UN Guiding Principles on Business and Human Rights.
- **WEEE** – waste electrical and electronic equipment within the meaning of Directive 2012/19/EU.

4 Human rights, labour and social standards

Suppliers shall observe applicable laws, internationally recognized conventions such as those of the International Labor Organization (ILO) or of the United Nations (UN), and all other binding regulations and industrial standards as a minimum standard.

As an internationally active group of companies, the valantic Group Entities act in accordance with universally recognized principles of human rights and expect their Suppliers to implement the following standards:

4.1 **Respect the rights to equal opportunities and to non-discrimination** – Equal treatment of all employees is a fundamental principle of our corporate policy. Any discrimination or difference in treatment shall be generally prohibited, in particular in the course of hiring, employment or termination of employment. Applicants and employees may not be treated differently, given preferential treatment, excluded or otherwise disadvantaged on the basis of gender, skin color, race, religion, age, ethnic, national or social origin, disability, sexual orientation, political conviction or other personal circumstances, nor on the basis of other aspects from which a discrimination may be presumed.

4.2 **Prohibit all forms of forced labor** – In accordance with ILO Labor Standards, Suppliers shall reject all forms of forced and compulsory labor and servitude and slave labor of any kind in its business activities. Supplier's employees must not be subject to any regulation or practice that restricts their personal freedom of movement and freedom to engage in other employment or that otherwise coerces them into involuntary labor.

4.3 **Prohibit the use of child labor** – The employment of young persons shall conform with ILO Conventions 138 and 182 and comply with all applicable laws and regulations concerning age, hours, compensation, health and safety.

4.4 **Respect the worker's rights of freedom of association and collective bargaining** – The right of employees to form, join or withdraw from, and act on behalf of associations or organizations of their own discretion for the purpose of promoting and

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protecting their interests shall be respected and the exercise of the right protected. The same applies to the right to collective bargaining. No negative consequences for employment or employees and their representatives may be associated with the permitted exercise of rights. Employees must also be granted the right to elect employee representatives if national laws restrict freedom of association. Employee representatives must be allowed access to employees at the place of employment.

4.5 Fair pay and benefits according to local market conditions – Suppliers shall comply with all applicable laws on remuneration such as laws on minimum wage or overtime. Employees must be provided with all benefits required by law. Wage deductions as a punitive measure are prohibited. Suppliers shall ensure that employees receive clear, detailed, and regular written information on the components of their remuneration.

4.6 Providing healthy living and working conditions – Safety and health must be ensured at the workplace and in the working environment of employees. Framework conditions and occupational health and safety measures must be established to help prevent accidents and injuries during employment. In addition, Suppliers shall provide regular trainings on possible health hazards and shall instruct employees on the measures and behavior that can be taken to achieve and ensure the required level of safety.

4.7 Protection against eviction and land confiscation – Suppliers undertake not to conduct unlawful forced evictions. Furthermore, they undertake not to unlawfully withdraw land, forests and waters through acquisition, development or other utilization.

4.8 No recruitment fees – Suppliers, and not their employees, shall bear the costs of recruitment and placement ("employer-pays" principle). This applies in particular to the placement of personnel, to offshore and near-shore development and to work contracts.

4.9 Living wage – Beyond the statutory minimum wage, Suppliers shall work towards remuneration that secures a living wage.

5 Environmental protections

Acting in an environmentally conscious manner is a corporate duty, but above all an important prerequisite for preserving natural resources and thus ensuring our survival in the long term. Not only our services are ecologically sustainable, but also our actions throughout the entire value creation process. Suppliers must promote and demand environmental awareness among their employees and implement actions to minimise the impact of their activities on natural resources and thus also the negative impact on our environment.

To be able to warranty an environmental compliance corresponding to the valantic Group Entities' values, Suppliers shall implement the following standards in their own organisation and ensure that the respective applicable legal environmental protection regulations and laws are respected.

5.1 Carbon footprint

5.1.1 Suppliers shall strive to reduce their Carbon footprint as far as possible within their business operations.

5.1.2 Supplier's employees shall be encouraged to use public transport or carpool as often as possible. The Suppliers shall focus their efforts on promoting environmentally friendly employee mobility, as mobility is still the biggest influencing factor on the CO₂ - balance.

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5.1.3 Suppliers shall increase the energy efficiency of their offices by using offices with high energy efficiency and/or switching to green electricity. Where this is not possible, all efforts need to be taken to reduce the energy consumption of the facilities as much as possible.

5.2 **Business travel**

5.2.1 Suppliers shall significantly limit the frequency of business travel, especially by air or car, in order to reduce the strain on natural resources and to reduce their corporate carbon emissions.

5.2.2 Whenever reasonable and possible, Suppliers shall hold virtual meetings especially with clients, suppliers, colleagues and applicants, in order to avoid business trips.

5.2.3 Whenever business travel is necessary, Suppliers shall encourage their employees to use public transport or carpool as often as possible instead of travelling via aircraft or car unless it is strictly necessary.

5.3 **Waste prevention and waste management**

5.3.1 Suppliers shall promote sustainable consumption and discourage wastefulness at the workplace. Suppliers shall encourage their employees to observe waste prevention with regard to measures leading to material recycling and to the reduction of the amount of generated waste.

5.3.2 Suppliers shall support the effective collection and recycling of waste at the workplace. Indeed, the proper management of waste saves the environment from the toxic effects of inorganic and biodegradable elements present in waste, as mismanagement of waste can result in air and water contamination, as well as soil erosion.

5.4 **Greenhouse gas reduction and data provision**

5.4.1 Suppliers are not required under this Code of Conduct to adopt a climate transition plan.

5.4.2 From Suppliers, the valantic Group Entities expect measurable greenhouse gas reduction targets, to the extent appropriate an alignment with a 1.5 °C pathway, as well as the provision of the emissions data required for climate reporting, in particular data relevant to Scope 3.

5.5 **IT-specific environmental care**

5.5.1 Suppliers shall ensure the energy efficiency of data centres and cloud services and a responsible hardware lifecycle.

5.5.2 Suppliers shall ensure the disposal of waste electrical and electronic equipment in accordance with the law (WEEE) and shall comply with the Basel Convention in the case of transboundary movements of waste.

5.6 **Environmental prohibitions under the LkSG**

5.6.1 Suppliers shall observe the prohibitions set out in § 2 (3) LkSG, including those relating to mercury (Minamata Convention), persistent organic pollutants (POPs) and hazardous waste.

6 **Dealing with information**

Data security is essential to the valantic Group Entities as digital solutions, consulting and software companies. It is therefore important to the valantic Group Entities that Suppliers

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protect all data – personal or not – belonging to companies, customers, business partners, shareholders and employees, from unauthorised access, unauthorised and improper use, loss and premature destruction, this by using all available suitable and appropriate technical and organisational measures. This shall be achieved in compliance with the respective legal framework and national laws as well as internal guidelines and regulations.

In order to be able to guarantee protection corresponding to the valantic Group Entities' values, Suppliers shall:

- Respect the privacy of employees, contractors, workers, customers and other persons as soon as Suppliers have access to their personal data, by complying with local and international laws as well as contractual provisions.
- Comply with cross-border data transfer requirements in accordance with applicable regulations, including data transfer agreements with subcontractors.
- Ensure that the data protection requirements resulting from the relationship with the respective valantic Group Entity are transferred to their subcontractors and that the same obligations are imposed on such subcontractors.
- Ensure that appropriate technical and organizational measures are implemented in order for Suppliers to sort all data received according to the appropriate categories established by law.
- Ensure that management and staff have appropriate knowledge and skills in data protection management.
- Report any suspected or actual breach of confidentiality and integrity of personal data to the competent authority and the relevant valantic Group Entity contact person.
- Not use or transfer or grant access to third parties to the information received from the valantic Group Entities without prior written permission from the respective valantic Group Entity.

7 Supplier due diligence, ESG data and stakeholder engagement

7.1 Due diligence obligations of Suppliers

7.1.1 Suppliers shall establish an appropriate, risk-based due diligence management system and shall:

- carry out risk analyses of human rights and environmental risks in their own operations and in their chain of activities, both regularly and on an ad hoc basis;
- take preventive measures in respect of potential adverse impacts and, where necessary, adopt a prevention action plan with a timeline and indicators (Art. 10 CSDDD);
- bring actual adverse impacts to an end or minimise their extent and, where necessary, adopt a corrective action plan with a timeline and indicators (Art. 11 CSDDD);
- provide remediation for actual adverse impacts which they have caused or to which they have contributed (Art. 12 CSDDD);
- prioritise measures according to severity and likelihood.

7.1.2 The scope of these measures shall be proportionate to the nature and size of the Supplier.

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7.1.3 Risk analyses shall focus on the Supplier's own operations and its direct business partners. Indirect business partners shall be included where the Supplier has substantiated knowledge or plausible information indicating a possible adverse impact.

7.2 ESG data and reporting cooperation

7.2.1 On request, Suppliers shall provide the valantic Group Entities, completely, accurately and in due time, with the information required for statutory sustainability and due diligence reporting, in particular under the CSRD and the ESRS as well as under the LkSG and the CSDDD. This includes information on greenhouse gas emissions (including data relevant to Scope 3), labour and human rights indicators and the Supplier's own supply chain. Suppliers shall ensure the accuracy of such information and shall inform the valantic Group Entities of material changes without undue delay.

7.2.2 Trade secrets within the meaning of Directive (EU) 2016/943 remain protected. This is without prejudice to the disclosure of the identity of business partners and of the material information required to identify adverse impacts (Art. 5 (3) CSDDD).

7.2.3 Request for information under section 7.2.1 shall be proportionate. Suppliers with fewer than 1,000 employees may decline to provide sustainability reporting information beyond that specified in the voluntary reporting standard under the CSRD (value – chain cap), unless otherwise agreed. Information for due diligence purposes under the CSDDD shall be requested from Suppliers with fewer than 5,000 employees only where it cannot reasonably be obtained by other means. Obligations to provide information under other statutory provisions, in particular the LkSG, remain unaffected.

7.3 Stakeholder engagement

7.3.1 Where appropriate, Suppliers shall involve relevant stakeholders – in particular their own employees and those of their business partners, trade unions and workers' representatives, as well as individuals or communities whose rights or interests are or could be directly affected, and their legitimate representatives – in the identification, prevention and remediation of adverse impacts.

8 Management System and Information Security

valantic expects Suppliers to implement management systems that support compliance with applicable laws in their businesses and promote continuous improvement with respect to the expectations set forth in this Code of Conduct. This includes the following:

Legal and other contractual requirements – Suppliers shall comply with all applicable laws, regulations and contractual agreements and generally accepted standards.

Commitment and responsibility – Suppliers shall meet the expectations set forth in this Code of Conduct by providing appropriate resources for this purpose within their companies.

Risk Management – Suppliers shall implement processes to identify, determine and monitor risks in all areas addressed in this Code of Conduct and any applicable legal requirements.

Governance – Suppliers shall embed the principles of this Code of Conduct in their internal policies, designate a function or person responsible for its implementation and train the relevant employees. The management of the Supplier shall regularly inform itself about the effectiveness of these measures.

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Documentation – Suppliers shall provide adequate documentation to demonstrate compliance with the principles and values of this Code of Conduct. Suppliers shall document the fulfilment of their due diligence obligations in a traceable manner and shall retain the corresponding evidence for the retention period required under the applicable statutory provisions and, in any event, for as long as is necessary to demonstrate compliance with the obligations set out in this Code of Conduct. Where relevant proceedings are pending, the evidence shall be retained until those proceedings have been concluded.

Information Security – The valantic Group Entities expect Suppliers to systematically audit their operations with appropriate information security practices to protect data and systems in order to improve and maintain business continuity and also to meet the standards pursued by the valantic Group Entities. In order to ensure protection in line with the valantic Group Entities values, Suppliers shall:

- Define strategies, goals and formal processes related to optimising data protection at the top management level.
- Develop suitable processes and standards in order to maintain data confidentiality, integrity and availability.
- Optimise incident response and risk management through monitoring and process implementation. Upon the occurrence of any of the events prohibited under this Code of Conduct, Suppliers shall contact the relevant regulatory authorities and the valantic Group Entities as required by the circumstances.
- Provide evidence of their efforts to ensure compliance with information security standards through appropriate certification or accreditation (for example ISO 27001).

9 Quality control

Suppliers must comply with the specifications agreed in the respective contract, order or any other contractual agreement. Suppliers must meet certain minimum quality requirements and comply with the relevant statutory regulations when supplying and offering products or services to the valantic Group Entities. The valantic Group Entities expect Suppliers to set up the necessary controls for this purpose at recurring intervals in order to ensure compliance with the quality requirements. This includes especially the following measures:

- Establishment and fulfilment of quality requirements to ensure the integrity of the goods and services provided.
- Continuous optimisation of process quality and efficiency.
- Notification to the responsible contact persons of the valantic Group Entities regarding the intended changes to specifications, methods, materials, manufacturing and delivery processes as well as production locations and the effects of these on the cooperation with the valantic Group Entities.
- Support of the responsible contact persons of the valantic Group Entities or an authorised representative in the performance of quality audits and the evaluation of facilities, systems and documents in connection with the goods and services provided.

10 Anticorruption

10.1 Corruption generally means that someone demands, accepts, offers or grants personal benefits in connection with a business activity or public activity. Such benefits may

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take the form of a gift, invitation or other favour, and may benefit the individual or a third party, such as a family member. Since corruption usually distorts competition and endangers the integrity of state action when a public official is involved, it is prohibited by law in almost all countries.

10.2 Therefore, any form of corruption, including so-called facilitation payments, is prohibited at the valantic Group Entities and for any Supplier working with any valantic Group Entity. Facilitation payments are payments to a public official that are intended to initiate or accelerate a routine official act for which a claim exists.

10.3 In practice, gifts and invitations to employees, business partners or public officials are the most common type of benefit. The granting or acceptance of such benefits is only permitted if the benefits are appropriate. In particular, the acceptance of a reasonable benefit may not influence the decision-making of the employee, nor may the reasonable benefit give the impression that it influences the decision-making. Appropriateness is determined primarily by the financial value of the benefit, the function and position of the recipient, the timing of negotiations and decision-making processes, and the business practices of the country in question. Donations to related third parties, such as family members, are only permitted in extremely limited exceptional cases. Particularly strict legal restrictions apply to donations to public officials. Public officials do not only include all persons who exercise a sovereign office or function, such as representatives of public authorities. University professors and representatives of state-owned companies can also be considered public officials. Grants of any kind should therefore be made to the extent permitted by law.

11 Antitrust law

From our point of view, fair competition creates incentives for innovation and high product quality for the benefit of consumers; therefore, the valantic Group Entities also promote fair competition and the observance of antitrust and competition law by their Suppliers.

The competition rules do not only apply to formal agreements; they apply equally to loose, informal arrangements, confidential arrangements and "gentlemen's agreements".

In particular, Suppliers shall not enter into agreements or concerted practices with competitors – including in connection with tenders and award procedures in which valantic Group Entities are involved – concerning prices, price components or other terms, the allocation of markets, territories or customers, the coordination of bids (bid rigging) or the limitation of capacities or output. Suppliers shall not exchange competitively sensitive information (for example on prices, margins, costs, capacities, bids or strategies) with competitors and shall not abuse a dominant market position. Joint bids, consortia and subcontracting arrangements with competitors shall only be entered into where permissible under antitrust law.

12 Prevention of money laundering and terrorist financing

We pursue the strict goal of preventing and combating money laundering and terrorist financing. Money laundering means that illegally generated income is concealed and introduced into the legal economic and financial cycle. Therefore, the valantic Group Entities comply with applicable laws on the prevention of money laundering and terrorist financing.

We are particularly careful to ensure that the valantic Group Entities are not misused for illegal purposes. Every Supplier is requested to critically observe his business fields and to react to the first suspicious facts.

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Payments are to be made in such a way that they are compatible with tax law as well as with the regulations of money laundering and of the prevention of corruption. All transactions that have the appearance of illegality should be rejected.

13 Export control and sanctions

Suppliers shall comply with all applicable export control, customs and sanctions laws, in

Particular those of the European Union, its Member States and the United Nations and, to the extent applicable, of the United States of America and the United Kingdom. This includes the EU restrictive measures in respect of Russia and Belarus.

Suppliers shall not, directly or indirectly, make goods, software, technology or services – including cloud services, remote access and technical support – supplied to or on behalf of the valantic Group Entities available to sanctioned persons, entities or countries, and shall not involve any such persons or entities in the performance of their contracts with the valantic Group Entities.

Prior to delivery, Suppliers shall inform the valantic Group Entities in text form of the export control classification of goods, software and technology supplied (for example EU dual-use classification or US ECCN) and of any license requirement. Suppliers shall notify the valantic Group Entities without undue delay if the Supplier, any person owning or controlling it, any member of its management or any of its subcontractors becomes subject to sanctions. In such case, the valantic Group Entities may suspend or terminate the business relationship with immediate effect; section 17.2 does not apply.

14 Avoidance of conflicts of interest

Actual conflicts of interest and even the appearance of a conflict of interest must be avoided by the Supplier. Conflicts of interest that arise in connection with the business activity must be reported by Suppliers to the respective valantic Group Entity without being requested to do so. All Suppliers shall disclose actual or potential conflicts of interest to avoid possible negative consequences for the valantic Group Entities.

15 Subcontractors

Suppliers shall ensure compliance with these standards also for all their subcontractors and partners. We expect our Suppliers to identify risks within their supply chains and to take appropriate measures.

In addition, the following shall apply:

- Suppliers shall cascade the requirements of this Code of Conduct to subcontractors, freelancers and further business partners and shall monitor compliance on a risk basis.
- The contractual cascading shall take place on fair, reasonable and non-discriminatory terms. Suppliers shall provide proportionate support to small and medium-sized partners and shall bear the cost of any third-party verification in respect of such partners.
- Contractual assurances shall always be flanked by appropriate verification measures; the mere passing on of obligations (obligation-shifting) is not sufficient. Obtaining such assurances is an obligation of means and not an obligation of result (Art. 10 (5), Art. 18 and recital 66 CSDDD).

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- When engaging freelancers and work contractors, Suppliers shall ensure compliance with labour law, social security law and tax law and shall avoid bogus self-employment and unlawful temporary agency work.

16 Grievance and whistleblowing mechanism

Suppliers shall establish an accessible and transparent grievance procedure, or participate in such a procedure, which enables affected persons and third parties to report risks and violations. The procedure shall preserve confidentiality, shall protect against disadvantage and retaliation, shall be handled impartially and shall be based on publicly available rules of procedure.

Reports concerning the valantic Group Entities may be submitted at any time via the valantic reporting channel: <https://valantic.whistleblowing-software.com>.

17 Implementation of requirements

17.1 In the event of violations or suspected violations by the Supplier within its company or within its supply chain, the Supplier shall inform the respective valantic Group Entity immediately about the identified violations and risks as well as the measures taken.

17.2 If a violation of the regulations of this Code of Conduct is identified, the valantic Group Entities shall primarily seek remediation. As far as reasonable and at our discretion, we will however seek discussion with the Supplier before terminating the cooperation, so that the Supplier may end the violation via appropriate measures and eliminate adverse effects already occurred. The escalation is based on § 7 (2) and (3) LkSG and, from their date of application, on the corresponding provisions of the CSDDD. The following escalation applies:

- joint root-cause analysis;
- a corrective action plan with a timeline;
- temporary suspension of the business relationship where remediation fails;
- termination of the business relationship, cancellation of all contracts concluded with the Supplier and claims for damages as a last resort in the case of a very severe violation, where milder means have failed or where no improvement is to be expected ("responsible disengagement").

Where a valantic Group Entity has caused an adverse impact or has contributed to it, it shall work towards appropriate remediation. Claims for damages and rights of extraordinary termination in the case of serious violations remain unaffected.

This Code of Conduct governs exclusively the relationship between the valantic Group Entities and the Supplier. It does not create any rights or claims of third parties – in particular of employees of the Supplier or if its business partners – against the valantic Group Entities, nor does it have any protective effect in favor of third parties. Mandatory statutory liability remains unaffected.

17.2.1 We may engage in due diligence and audits at any time to confirm a Supplier's conformance to the standards defined in this Code of Conduct, including on-site assessments of facilities, use of questionnaires, review of available information or other necessary measures and we may implement regular training programs. Verification may in particular take the form of self-assessments and questionnaires, requests for evidence and certificates (for example ISO 14001 or ISO 27001), on-site audits including by appointed third parties, and corrective action

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plans with deadlines. Suppliers shall support the valantic Group Entities in responding to legitimate requests for information from competent authorities.

18 Review

valantic GmbH (Legal and Compliance Department) will regularly review this Code of Conduct and make changes where necessary and appropriate. This Code of Conduct is version 2026. It supersedes all previous versions.

The valantic Group Entities will publish the current version of this Code of Conduct at (XXX) and will notify Suppliers in text form of any amendments at least two weeks before they take effect. Amendments shall be deemed accepted unless the Supplier objects in text form before they take effect; the notification shall expressly point out this consequence. If the Supplier objects, the version previously in force continues to apply to the existing contractual relationship.

This valantic Suppliers Code of Conduct was approved by the Director Legal of valantic.

19 Questions and contact persons

Employees of the Supplier should contact their own compliance/legal department to resolve internal ethics and compliance concerns. In case a concern might affect valantic as the contract partner of the Supplier, valantic Legal and Compliance Department must be informed immediately at:

valantic GmbH, Legal and Compliance Department, compliance@valantic.com,

compliance@valantic.com Ainmillerstrasse 22, D - 80801 Munich, Germany.

In case employees of suppliers believe that a valantic employee or anyone acting on behalf of valantic has engaged in illegal or otherwise improper conduct, he or she should report the matter promptly to valantic at: <https://valantic.whistleblowing-software.com>.

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