

## dormakaba Supplier Code of Conduct

dormakaba is committed to very high standards of business ethics and integrity, as reflected in dormakaba's Code of Conduct (the "Code"). The Code is applicable to all dormakaba affiliated companies and employees, and this Supplier Code of Conduct (also hereinafter referred to as "Supplier Code") is a natural outgrowth of it and reflects dormakaba's desire to extend its commitment to high standards of business ethics and integrity to its Suppliers and their affiliates, officers, directors, agents, employees, representatives, subcontractors, and consultants (the "Supplier"). The Supplier Code is therefore made available to our Suppliers with the goal of strengthening our mutual understanding of how sustainable business should be practiced on a day-to-day basis.

dormakaba expects all of its Suppliers and their sub-contractors to adhere to equivalent strict working standards and business ethics. This Supplier Code states our general principles and sets our minimum expectations regarding the actions our Suppliers taken on behalf of our company and our clients.

Suppliers are obliged to ensure that these obligations are already in place. In addition, dormakaba and the Supplier may agree on further standards in supply related agreements.

Where compliance with the Supplier Code could lead to a conflict with or a violation of applicable laws and regulations, the Supplier shall promptly notify dormakaba of the situation, and explain how it intends to resolve the conflict while operating in a responsible manner that complies as closely as possible with the letter and the spirit of the Supplier Code.

This Supplier Code of Conduct shall be applicable beginning on October 1st, 2016, and will remain valid until further notice. It will apply throughout the dormakaba group and its entire supply base.

### A. HUMAN RIGHTS

In accordance with the afore mentioned statements, dormakaba requests the following business practices from Suppliers at all times, without exceptions:

- to respect the personal dignity, privacy and rights of each individual;
- to refuse to employ or make anyone work against his or her will;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative behavior.

### B. FAIR LABOR CONDITIONS AND CHILD LABOR

dormakaba expects its business partners to ensure fair labor conditions. Therefore, Suppliers have to adhere to the following provisions:

The Supplier will provide a working environment free of discrimination, harassment, intimidation or coercion relating directly or indirectly to age, gender, race, color of skin, nationality, social or ethnic origin, language, sexual orientation, marital status, religion or state of health or disability for every employee. Furthermore, the Supplier will comply with these provisions in any aspect of employment (e.g. recruitment, promotion and remuneration).

The Supplier will respect the rights of employees to freely associate and bargain collectively. This means that the Supplier's employees have the freedom to join, or not

to join, an association of free choice as well as establish an association of free choice, to organize and to bargain collectively and individually in accordance with local laws and regulations.

The Supplier will compensate employees fairly and refrain from offering excessively low wages (“wage dumping”), as exploitive behavior in this respect is at odds with the dormakaba principles. Salaries shall be paid regularly. The compensation shall be merchantable and in accordance with relevant national statutory minimum wage rates.

The Supplier is expected to offer its employees working conditions in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, maternity and paternity leaves. The Supplier shall not require a regular work time over 60 hours per week, including overtime. Employees shall be allowed at least one day off after six consecutive days of work, and any overtime worked shall be voluntary and compensated at premium rate.

The Supplier will not use any forced or compulsory labor or involuntary prison labor, give all employees the choice to leave their employment freely upon reasonable notice, and adhere to the obligations of the UK Modern Slavery Act 2015.

Following the ILO Forced Labour Convention, No. 29, the term forced or compulsory labor shall mean all work or service which is compelled from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.

The Supplier will not tolerate or use child labor in any stage of its general activities other than in accordance with all applicable laws and regulations; with regard to minimum employment age, the Supplier will follow the principles of the UN Global Compact and the ILO Minimum Age Convention, No.138. A child in this context is a person younger than 15 years of age, or 14 years of age in accordance with the exceptions for developing countries as set out in Article 2.4 in the ILO Convention No. 138 on Minimum Age. If national legislation has set a higher minimum age, this age will apply.

### **C. OCCUPATIONAL HEALTH AND SAFETY**

The Supplier will provide a safe and healthy workplace for all of its employees. That means, the Supplier will take measures to prevent accidents on building sites, in plants and at any other workplaces. Unsafe and dangerous conditions will be eliminated immediately. Therefore, hazards and effects of activities, products and services will be assessed and appropriate measures to eliminate or minimize the risks and their effects will be implemented.

### **D. ENVIRONMENTAL RESPONSIBILITY**

The Supplier is committed to environmental protection and will conduct its business in an environmentally sensitive way.

#### **D.1 Hazardous Substance Management and Restrictions**

The Supplier shall comply with all applicable laws and regulations prohibiting or restricting the use or handling of specific substances (e.g. toxic gases like chlorine). To

ensure safe handling, movement, storage, recycling, reuse and disposal, the Supplier shall identify and manage substances that pose a hazard if released to the environment and comply with applicable labeling laws and regulations for recycling and disposal.

### **D.2 Waste Management**

The Supplier shall manage and dispose of non-hazardous waste generated from operations as required by applicable laws and regulations. The Supplier shall minimize environmental pollution and make continuous improvements in environmental protection. dormakaba encourages the Supplier to communicate to its management, employees and contractors its commitment to improving the environment, and to provide training on such commitment.

### **E. RIGHT TO AUDIT**

dormakaba reserves the right to audit any of its Suppliers by appointment in order to confirm that the requirements set out in this Code of Conduct are in force. Failure to permit such an audit may result in termination of any supply contract with dormakaba and its subsidiaries.

### **F. BUSINESS ETHICS**

#### **F.1 Honesty and good Faith**

In all commercial transactions with dormakaba, as well as with their own Suppliers, subcontractors and employees, our Suppliers are expected to act in an honest and good faith manner, across all aspects of their operations, both internally and externally. The Supplier will conduct its business in an ethical manner in accordance with all applicable laws, rules, and regulations. In particular, the Supplier will:

- refrain from any and all forms of extortion and bribery;
- adhere to anti-trust and other competition laws, e.g., not participating in price fixing or bid-rigging; and
- disclose to dormakaba available information about conflict of interest, including disclosure of any financial interest of a dormakaba employee in any aspect of the Supplier's business.

#### **F.2 Gifts**

All illegal benefits to third parties directly or indirectly, whether public authorities or in the private sector, are forbidden. The converse applies in respect of receiving such benefits. Facilitation payments are forbidden as well as the offer or acceptance of a gift in cash or cash-equivalent. We expect our Suppliers to work according all international anti-bribery and anti-corruption standards.

#### **F.3 Confidentiality**

The Supplier and its Suppliers and sub-contractors will protect all confidential information provided by dormakaba and its respective business partners. They must at all times protect any personal data from misuse and comply with all applicable data protection laws and regulations.

### **G. BUSINESS CONTINUITY PLANNING**

The Supplier shall implement and maintain policies to mitigate the risk of business disruptions by exposures to risks including, but not limited to, terrorism, crime, software viruses, cyber attacks, business threats, labor disputes and strikes, disease, pandemics, natural disasters and major accidents.

### **H. PROCUREMENT BY SUPPLIER**

dormakaba expects the Supplier to obtain confirmation from each of its sub-Suppliers providing goods or services directly or indirectly to dormakaba that the sub-Supplier acts in compliance with this dormakaba Supplier Code of Conduct.

### **I. COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS**

dormakaba Suppliers are expected to comply with all applicable laws, rules and regulations. This means laws, rules and regulations that apply to Supplier's location, but may also include the laws, rules and regulations of other locations depending on the nature of the transaction engaged in with the dormakaba affiliate and where that affiliate is located.

dormakaba is also committed to comply with relevant laws and regulations requiring disclosure of and avoiding the use of conflict minerals. All goods delivered to dormakaba shall comply with these conflict mineral regulations. Conflict minerals are minerals, such as tin, tantalum, tungsten and gold, originated from conflict-affected areas in order to finance armed conflicts or that are being mined under serious human rights violations.

### **J. IMPLEMENTATION & COMPLIANCE**

dormakaba expects its Suppliers to self-monitor their compliance with the Supplier Code, that is published in latest version on the dormakaba corporate homepage. In the case of any serious breach of this Supplier Code by the Supplier, dormakaba shall review its arrangements with the Supplier. dormakaba reserves the right to terminate its business relationship with any Supplier who is unwilling to comply with this Supplier Code.

### **K. GOVERNMENT, MEDIA AND INVESTORS RELATIONS**

The Supplier shall not instigate any form of publicity or make any statement or submission to investors, the media or government referring to dormakaba, without first obtaining prior written permission from dormakaba (except where required by Government or under the law). The Supplier must submit any such request to dormakaba Group Communication Department for appropriate authorization.

### L. SUPPLIER CONFIRMATION

This Compliance Declaration must be signed by a duly authorized representative (owner, director or higher) of the respective company and returned to sender within 15 working days of receipt. Wherefore, by its authorized signature below, Supplier confirms receipt of a copy of the dormakaba Supplier Code of Conduct, and agrees to comply with its terms henceforth.

<p><b>Supplier Name:</b></p> <p>_____</p> <p>_____</p> <p>(readable in print)</p> <p>_____</p> <p><b>Supplier Address:</b></p> <p>_____</p> <p>_____</p> <p>(readable in print)</p> <p>_____</p>	<p><b>Signature 1:</b> _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>optional</b></p> <p><b>Signature 2:</b> _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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