

# Code of Conduct of Nautilus Marine Service GmbH

The Supplier or Contractor (hereinafter both referred to as the "**Partner**") undertakes to comply with the following principles of conduct, to which the Nautilus Marine Service GmbH (hereinafter referred to as "**Nautilus**") also commits itself. In addition, the Partner undertakes to bind any appointed sub-contractors and suppliers to comply with the principles of conduct in the same manner and to ensure that this obligation is implemented.

## **1. Principles of Conduct**

### **1.1 General Principles**

#### *1.1.1 Human dignity*

Human dignity must be observed as a fundamental requirement of human cohabitation.

#### *1.1.2 Compliance with legal provisions*

The Partner undertakes to comply with all applicable laws, regulations, and provisions.

### **1.2 Working conditions**

#### *1.2.1 Prohibition of child labor*

Child labor, as defined by the conventions of the ILO, and any form of exploitation of children and youths will not be tolerated. Compliance with the prohibition against child labor and the restriction of youth employment in accordance with the international standard SA8000 must be ensured throughout the entire supply chain.

#### *1.2.2 Prohibition of forced labor*

Every form of forced labor is prohibited and must be prevented.

#### *1.2.3 Respectful conduct and prohibition against discrimination*

Any form of discrimination in hiring and employment on the basis of skin color, gender, age, an impairment, ethnic, national, or social origin, religion, or sexual orientation will not be tolerated. Employees shall be recruited and employed exclusively on the basis of their qualifications and abilities.

#### *1.2.4 Respect for the fundamental rights of employees*

The Partner undertakes to uphold the principles of respectful and fair interaction with their employees. Employee's personal rights shall be observed.

#### *1.2.5 Freedom of organization and assembly:*

Employee's right to form interest groups shall be respected. It must be ensured that employees may represent their rights in accordance with the applicable national statutory regulations. Employee's rights to form labor organizations and to join the same, as well as the right to conduct collective bargaining in accordance with the respective national laws and provisions and the ILO conventions may not be restricted. Employees may not be discriminated against due to the exertion of these rights.

#### *1.2.6 Working hours*

The respective national statutory labor provisions shall be observed.

1.2.7 *Employee compensation*

Employees shall receive fair wages. Wages must at least correspond with the statutory regulations, inasmuch as applicable, and shall be paid on a regular basis.

1.2.8 *A safe and healthy working environment*

The Partner shall take care to ensure a safe and healthy working environment and shall take necessary measures to avoid accidents and damage to health that could result in connection with the activity.

**1.3 Environmental protection and sustainability**

The Partner undertakes to comply with the applicable provisions concerning protecting the environment, especially environmental and safety law provisions for waste treatment, handling chemicals, or other dangerous materials or substances. The Partner also undertakes to strive for continuous improvements in environmental impact (sustainability).

**1.4 Business relationships**

1.4.1 *Fair competition and combating collusion*

The business shall be conducted in accordance with the principles of fair competition. The Partner warrants that they shall not participate in collusion to illegally restrict competition.

1.4.2 *Combating corruption*

The Partner shall use appropriate measures to ensure that its legal representatives and employees do not offer, promise, or grant any inappropriate advantages to exert influence on business decision and also that they do not accept such advantages. The Partner shall actively and consistently counteract any punishable or unethical influence on decisions of Nautilus or other companies and institutions and take action against bribery within their own company.

1.4.3 *Combating money laundering*

The Partner undertakes to comply with the statutory provisions regarding combating money laundering.

**2. Operational implementation**

The implementation and accompaniment of the social standard named above shall be ensured through an internal strategy for social responsibility and a corresponding internal procedure. An internal reporting system for infringements against this social standard shall be established. Employees who make reports may not be disciplined or disadvantaged because of it. The Partner is obligated to actively investigate any suspected cases.

**3. Audit**

3.1 *Nautilus's right to audit*

Compliance with the Code of Conduct can be reviewed either by Nautilus itself or by an independent third party commissioned by Nautilus and obligated to maintain confidentiality after prior notification during standard business hours.

3.2 *Partner's right to audit; duty of disclosure in the event of significant changes to the ownership structure*

Nautilus undertakes to comply with the principles of conduct described herein in the same manner and therefore grants the Partner the right to audit in the context established herein in the same manner. Nautilus is entitled to prohibit the Partner from conducting an audit in its business premises if a direct competitor of Nautilus could exert significant influence on the Partner due to the ownership structure of the company. The Partner undertakes to immediately inform Nautilus in writing of any changes in the ownership structure that could allow a direct competitor to have a significant influence.

3.3 *Obligation to cooperate*

The audit shall be accompanied and supported by an employee of the company to be audited. The audit shall occur in coordination between the Parties and shall occur with as little effect as possible on ongoing operations.

#### **4. Legal consequences in the event of an infringement**

##### *4.1 Right to terminate the agreement*

If the Partner or an appointed supplier or subcontractor infringes against the Code of Conduct, Nautilus is entitled to end the ongoing contractual relationship to the Partner with immediate effect through termination and/or to withdraw from existing individual contracts without owing damage compensation to the Partner. Unless the infringement is fundamental, this right requires Nautilus to first give the Partner the opportunity to remedy it within an appropriate period and for the Partner not to do so or to infringe against the principles set down herein again.

##### *4.2 Other rights and claims*

Nautilus reserves the right to assert other rights, especially the assertion of damage compensation claims.

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