

NX EMEA

Supplier Code of Conduct

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This „NX EMEA Supplier Code of Conduct“ (“Supplier Code of Conduct”) sets out the values and standards that Nippon Express Europe GmbH and its affiliated companies, i.e. entities in which Nippon Express Europe GmbH directly or indirectly holds at least 50 % of shares within the EMEA region (together „NX“) require from our Suppliers. It defines details on our sustainability and compliance strategy in our supply chain. as an essential part of our business processes.

Our own commitment to strengthen human and environmental rights is set out in our [NX EMEA Declaratino of Principles on Respect for Human Rights](#) and for NX Group on a global level in the [NX GROUP Human Rights Policy](#) issued by NIPPON EXPRESS HOLDINGS, INC.

The participation of our Suppliers in our sustainability and compliance strategy is essential to realize a high standard of protection on human and environmental rights positions. In our procurement activities, we pay attention not only to process-related, economic and technical criteria, but also to social and ecological aspects such as human rights, working conditions, environmental protection and the prevention of corruption.

We expect our Suppliers to comply with this Supplier Code of Conduct and to share our values and standards in the way, we do business.

I. General Principles

1. Suppliers

For the purposes of this Supplier Code of Conduct, „Supplier“ is defined as any third party in a broad sense (including both natural persons and legal entities) that acts for, on behalf of or in cooperation with NX and that has some form of business-related contact with NX:

* A direct supplier is a party to a contract for the supply of goods or the provision of services whose supplies are necessary for the manufacture of NX’s product or for the provision and use of the relevant service.

* An indirect supplier is any enterprise that is not a direct supplier and whose supplies are necessary for the manufacture of NX’s product or for the provision and utilization of the service in question.

The Supplier shall undertake best efforts to pass on the principles and obligations of this Supplier Code of Conduct towards its suppliers, subcontractors, affiliates, consultants, brokers, agents or any other third-party providing goods or services in connection with the Supplier’s business relationship with NX in an appropriate manner in order to prevent violations of human rights-related and environmental rights positions in the further supply chain.

2. Requirements for Suppliers of NX

Acting in a responsible way and in accordance with the law is an integral part of our corporate values.

When fulfilling obligations under this Agreement, the Supplier shall comply with all national and international legal requirements and standards that apply to its products and business operations and to the Human Rights Obligations and Legal Compliance Obligations as set out in no. II below. In the event that a national or international regulation imposes any higher standard than set out in this Supplier Code of Conduct, such regulation shall apply.

NX expects the Supplier to introduce and operate an appropriate compliance and risk management system. Appropriateness is based on the size, sector and position of the Supplier in the supply chain. The Supplier undertakes to a) to instruct its officers and employees to comply with the Obligations mentioned in this Supplier Code of Conduct and b) to provide trainings to its officers and employees regarding compliance with the obligations mentioned in this Supplier Code of Conduct on a regular basis.

The Supplier shall procure its respective suppliers and/or service providers acting in compliance with this Supplier Code of Conduct in its supply chain.

We expect the Supplier to pursue for safety and quality of its products and services and ensure quality and safety before providing such products and services.

The Supplier shall implement a business continuity plan. The Supplier shall prepare for unforeseen circumstances such as a natural disaster and endeavor to minimize the impact of such event. In addition, the Supplier shall establish systems for business continuity and early recovery.

II. Human Rights and Legal Compliance Obligations

1. Human Rights Obligations

“Human Rights Obligations” shall mean the obligation to end any violation and take steps to prevent any future violation of Human Rights or Protected Environmental Rights and to prevent or minimise any risks of adverse impacts on Human Rights or Protected Environmental Rights.

a. **“Human Rights”** shall mean the human rights positions protected under the German Lieferkettensorgfaltspflichtengesetz (LkSG).

aa. Protection of human rights

Suppliers shall ensure that they do not commit and are not involved in any human rights violations. Our Suppliers shall comply with the applicable human rights laws and regulations on a national level as well as with international human rights standards (e.g. the International Bill of Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Declaration on Fundamental Principles and Rights at Work, the Ten Principles of the UN Global Compact and the UN Guiding Principles on Business and Human Rights).

bb. Prohibition of child labor, forced labor and slavery

Social responsibility towards employees and other potentially affected parties is extremely important to NX. We do not tolerate any form of forced labor and slavery, as well as employment of children under the statutory minimum age for employment, in any case under the age of 15, and other violation of childrens' rights.

cc. Diversity

Suppliers shall promote diversity and prevent discrimination on the basis of race, nationality, religion, disabilities, sex, gender, sexual orientation, age or other characteristics.

dd. Freedom of association and right to collective bargaining

The freedom to join a trade union or employee representative organization without disadvantages shall be granted to all employees.

ee. Occupational health and safety

The protection and promotion of occupational health and safety shall be top priority for our Suppliers. The Suppliers shall comply with all national and international standards and laws on occupational safety, in particular safety at work, health protection and working hours. Working hours shall be organized in a way to be compliant with overtime and maximum working hours and to avoid accidents due to physical and mental fatigue. NX gives preference to Suppliers that have introduced and operate an effective and certified occupational safety management.

ff. Fair compensation

The Supplier shall ensure the payment of fair compensation, at least the applicable minimum wages. The wages shall include all applicable social benefits and overtime and shall be payed in a traceable way.

b. "Protected Environmental Rights" shall mean the environmental rights positions protected under the German Lieferkettensorgfaltspflichtengesetz (LkSG):

aa. Environmental protection

Our Suppliers shall comply with all national and international environmental laws and standards that apply to their businesses. Especially, they shall ensure, that their operations do not cause harmful soil changes, water pollution, air pollution, harmful noise emissions or excessive water consumption that negatively affects the natural grounds and health of human beings. We prefer Suppliers that are aware on how their business activities have an impact to environment, climate and biodiversity. With this in mind, we encourage our

Suppliers to use natural resources and energy in a sustainable way and undertake measures to reduce their emission of harmful greenhouse gases.

bb. Handling of hazardous materials and waste

Our Suppliers shall handle chemical substances, harmful and hazardous materials and waste in a responsible and compliant way. We expect our Suppliers to establish and operate an appropriate environmental management system. If applicable, the Suppliers shall adhere to the following conventions: the Minamata Convention (on the use of mercury), the Stockholm Convention (on persistent organic pollutants), and the Basel Convention (on the control of transboundary movements of hazardous wastes and their disposal).

2. Legal Compliance Obligations

“Legal Compliance Obligations” shall mean the obligation to comply with Anti-Corruption, Antitrust, Anti-Money Laundering and other regulations and standards that are applicable to the following topics and to end any violation and take steps to prevent any future violation:

a. Anti-corruption

NX has a zero-tolerance policy towards corruption. Our Suppliers shall not engage in any form of corruption, theft, embezzlement, fraud or extortion. Our Suppliers shall never make illegal payments or provide other benefits to any person, company, firm or public official for the purpose of influencing decision making.

b. Prohibition of bribery

Our Suppliers shall make no attempts to influence business contacts, customers or public officials through invitations or gifts and shall never demand benefits from NX employees.

c. Gifts and invitations

In connection with their business activities for NX, our Suppliers shall only accept or extend invitations if they are appropriate, do not involve the expectation of undue or other preferential treatment and do not violate applicable laws. The same applies to the acceptance or giving of gifts or other consideration or advantage of any kind.

d. Conflicts of interest

Our Suppliers shall avoid any situation or activity that could lead to a conflict between the private interests of their employees or NX and the business interests of the NX itself. Suppliers that become aware of any conflict of interest involving NX, shall report this case immediately to NX, using NX’s grievance mechanism.

e. Fair competition

Our Suppliers shall ensure fair competition and shall not be involved in any agreements that violate antitrust laws, abuse a dominant market position or engage in any other anti-competitive business practices.

f. Prevention of money laundering

Our Suppliers shall take appropriate measures within their companies to prevent money laundering and the financing of terrorism.

g. Foreign trade regulations

Our Supplier shall ensure compliance with applicable international and national foreign trade regulations, in particular export control and embargo regulations, and no engaging in business activities with sanctioned persons, companies or organizations.

h. Data protection

Our Suppliers shall comply with all applicable laws for the protection of personal data. Any Supplier who handles confidential and/or personal data relating to NX or its employees shall keep it strictly confidential and protect it against misuse, loss and misappropriation. Such Supplier shall take the technical and organizational measures necessary to ensure such protection at all times.

If a Supplier gains access to data that is clearly not addressed to the Supplier, NX shall be informed immediately. The same applies to possible violations of data protection regulations. Suppliers shall comply with the applicable laws and regulations of each country or territory and establish an information management system to appropriately use and manage confidential information and secrets and to prevent the disclosure thereof.

III. Cooperation between NX and the Supplier

NX values co-operation and partnership with its Suppliers. The following rights and duties shall apply to each individually agreed contractual agreement between NX and the Supplier, even if this Supplier Code of Conduct is not attached to or explicitly referenced in such agreement.

1. Audit and information rights

In case of actual indications or confirmed violations of this Supplier Code of Conduct, the Supplier shall duly inform NX immediately of any violation of the obligations arising from this standard in its own business area or in its supply chain, or of any official investigation procedure in this regard.

In order to review the Supplier's compliance with the standards set out in this Supplier Code of Conduct, the Supplier shall provide relevant documentation to the best of its abilities, e.g. by providing information via self-assessment questionnaires.

If necessary in individual cases, the Supplier shall also tolerate, for the same purpose, that employees by NX or an authorised third party commissioned by NX carry out appropriate checks at all of the Supplier's operating sites potentially affected by the risk and inspect the Supplier's documents relevant to the risk; alternatively, NX may demand that the Supplier submits to a recognised certification or audit system, provided that this ensures that independent and appropriate checks are carried out.

2. Preventive and remedial action

If the Supplier becomes aware that requirements from the Supplier Code of Conduct have been violated or there is an immediate risk of such a violation in its own business area or in its supply chain, it shall immediately take appropriate remedial action to prevent or end the violation and to minimize the extent of the violation.

On an ad hoc basis, NX will require collaboration with the Supplier to fulfil own due diligence obligations. The Supplier agrees to cooperate with NX in any investigation or preventive and remedial measures initiated by NX to the best of his abilities.

If a violation cannot be ended in the foreseeable future, the Supplier shall without undue delay cooperate with NX and provide any necessary support to enable NX to develop a concept and a timetable for appropriate and effective measures („Corrective Action Plan“) to terminate the violation or mitigate its impacts.

3. Suspension and termination of business relationship

Without prejudice to any other rights or remedies that may be available, NX shall be entitled to suspend the business relationship until the Supplier has fulfilled mandatory requirements according to this Supplier Code of Conduct.

NX shall be entitled to terminate the business relationship for good cause if the Supplier a) violates its mandatory obligations under this Supplier Code of Conduct intentionally or in a gross negligent manner, and b) does not end a severe violation of Human Rights Obligations and take effective steps to prevent future similar violations (including the development and implementation of a corrective action plan) within a reasonable timeframe or c) is in severe breach of any Legal Compliance Obligation.

4. Records

Supplier of NX must keep complete and accurate records of all their business transactions in accordance with applicable laws.

IV. Grievance mechanism

Our Suppliers shall report any violations of the above-mentioned requirements to NX.

In order to ensure compliance with this Supplier Code of Conduct, NX has implemented a grievance mechanism, which is available www.nipponexpressemea.com. Our rules of procedure for the grievance mechanism can be [here](#).

All reported information of possible violations of Human Rights Obligations and Legal Compliance Obligations are treated confidentially. The Supplier is obliged to appropriately inform about the possibility to report (potential) violations via the NX grievance mechanism within his own company and vis-à-vis direct suppliers. The Supplier must inform employees clearly and comprehensibly about the access options to the NX grievance mechanism. The Supplier expressly undertakes not to disadvantage or penalize in any way employees or any third parties using the NX grievance mechanism. Insofar as the Supplier becomes aware of any facts from the grievance procedure, in particular the identity of complainants, it will treat these in strict confidence and take appropriate precautions to ensure confidentiality.

This NX EMEA Supplier Code of Conduct was adopted by the management on 06 December 2023.

Supplier (company name + address)

Signature

Name and surname in capital letters

Date