

CHIRON Supplier Code of Conduct

Preamble

Dear supplier,


As a family-owned international company, CHIRON Group SE (hereinafter referred to as "CHIRON") considers itself to have a special responsibility towards its employees and business partners worldwide. CHIRON complies with legal requirements and internationally recognised ethical standards. The protection and respect of every human being and the environment have the highest priority and are an indispensable part of our corporate responsibility. In addition, CHIRON is also committed to sustainable co-operation on a social and cultural level.

As a basic prerequisite for a lasting business relationship with CHIRON, we expect our suppliers to also comply with all applicable laws and the principles of this Supplier Code of Conduct and to do their utmost to promote this among their suppliers.

Join us in promoting fair and sustainable cooperation throughout the entire supply chain.

Tuttlingen, 01.06.2024


The Managing Directors of CHIRON Group SE:



Markus Unterstein, CFO



Bernd Hilgarth, CSO



Dr. Claus Eppler, CTO

SUPPLIER'S DECLARATION

Obligations with regard to the observance and implementation of human rights and environmental due diligence obligations and compliance with laws

1. Commitment to compliance with and implementation of the CHIRON Supplier Code of Conduct (CSCoC) and compliance with laws

The Supplier warrants that in the course of its own business activities, in particular in the provision of goods and services for CHIRON, it acts in accordance with

- a. the CSCoC - also available at www.chiron-group.com - which becomes part of the contract and the basis of the business relationship between the Supplier and CHIRON upon signature by the Supplier,
- b. all laws applicable to the Supplier, in particular in connection with the business relationship with CHIRON. This includes in particular all applicable laws and regulations
 - i. to respect and comply with human rights and environmental due diligence obligations,
 - ii. on the handling of so-called conflict minerals (tin, tantalum, tungsten, their ores and gold),
 - iii. on chemicals legislation,
 - iv. Sustainability
 - v. to comply with data protection and ensure information security,
 - vi. on industrial property rights,
 - vii. compliance with antitrust law,
 - viii. compliance with competition law,
 - ix. to avoid corruption,
 - x. to prevent money laundering and terrorist financing,
 - xi. on foreign trade and customs law,
 - xii. regarding sanctions and embargoes imposed by states or international organisations.

The Supplier shall be obliged to indemnify CHIRON against any third-party claims arising from a breach of the aforementioned provisions, unless the Supplier proves that it is not responsible for the breach.

2. Passing on obligations in the supply chain

The supplier is obliged to oblige its suppliers to comply with the CSCoC and ensures that its suppliers address the requirements of the CSCoC appropriately in their supply chain by contract.

The supplier is authorised to comply with the obligation in the first sentence above on the basis of its own code of conduct if and to the extent that the legal positions set out therein and to be observed correspond to those of the CSCoC.

3. Granting access to complaints procedures

- a. The Supplier shall set up a complaints mechanism if it is legally obliged to do so. The Supplier shall enable unhindered access to the complaints procedure set up at CHIRON for its employees
- b. In particular, the Supplier shall not take any action that obstructs, hinders or impedes access to its own and/or CHIRON's complaints procedure.
- c. The supplier undertakes to pass on the obligations in accordance with the above clauses 3a. and 3b. to its suppliers and to ensure that the obligations are also appropriately addressed in their supply chain.

4. Obligation to provide information and to cooperate

- a. The Supplier shall, at CHIRON's request, procure and provide information and documents necessary to enable CHIRON to fulfil all regulatory requirements arising from its business activities. Regulatory requirements result in particular, but not exclusively, from the
 - i. Supply Chain Due Diligence Act
 - ii. EU Chemicals Regulation (REACH-VO)
 - iii. EU Conflict Minerals Regulation
 - iv. EU Timber Regulation, EU Deforestation Regulation
 - v. EU regulation on the creation of a carbon border adjustment mechanism (CBAM) ²
 - vi. EU General Data Protection Regulation (GDPR)
- b. The Supplier undertakes to cooperate fully with CHIRON in order to enable CHIRON to comply with human rights, environmental and sustainability-related due diligence obligations in the supply chain and to be able to verify the fulfilment of the Supplier's obligations. Accordingly, the Supplier undertakes, at CHIRON's request, in particular to
 - i. to complete and return the supplier questionnaires / supplier self-assessment forms sent by CHIRON,
 - ii. take part in training courses offered by CHIRON on relevant topics,
 - iii. to participate in supplier audits by CHIRON or third parties authorised by CHIRON and, in this context, to grant access to the premises and to check the verification of facts, in particular of information provided by the supplier.

5. Consequences of violations by the supplier

If the Supplier breaches the CSCoC, CHIRON shall be entitled to exercise its reasonable discretion,

- a. suspend its fulfilment of the contract,
- b. to cancel or withdraw from the contract,
- c. to withdraw from the entire business relationship,

without any obligation to pay damages or compensation if the supplier does not remedy the breach after a warning with a reasonable deadline. In the event of a serious, persistent or repeated violation, a warning and setting of a deadline shall not be required. A serious violation is in particular, but not limited to, a violation of the prohibition of child labour, forced child labour, forced labour, corruption, money laundering and terrorist financing as well as violations of sanctions and embargoes.

Place, date

Signature

Name

Function

Company

Signature

Name

Function

Company

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Our CHIRON Supplier Code of Conduct (CSCoC)

As a company with international ties, CHIRON Group SE (hereinafter referred to as "CHIRON") considers itself to have a special responsibility to work towards improving the global human rights situation along its supply chains and to shape its business relationships with a view to the 2030 Agenda (17 Sustainable Development Goals, SDGs) in terms of socially, economically and ecologically sustainable development.

We therefore align our business activities with the internationally recognised United Nations Guiding Principles on Business and Human Rights and thus implement the requirements of the National Action Plan for Business and Human Rights applicable in Germany and the German Act on Corporate Due Diligence in Supply Chains ("Lieferkettensorgfaltspflichtengesetz", "LkSG").

Our understanding of human rights due diligence is also based on the following international human rights instruments:

- United Nations Universal Declaration of Human Rights
- Principles of the UN Global Compact
- OECD Guidelines for Multinational Enterprises
- core labour standards of the International Labour Organization (ILO) with its five fundamental principles to
 - Freedom of association and the right to collective bargaining
 - Elimination of forced labour
 - Abolition of child labour
 - Prohibition of discrimination in employment and occupation
 - Occupational health and safety

Furthermore, we comply with all national and international laws and regulations applicable to us. In our opinion, compliance with the existing legal framework for our business activities offers the greatest possible guarantee of transparent and fair cooperation with business partners and respect for the competitive environment.

Our CHIRON Supplier Code of Conduct (CSCoC) is therefore based not only on compliance with human rights and environmental due diligence obligations, but also on compliance with all applicable laws, in particular - but not limited to - the laws and regulations

- concerning conflict minerals
- concerning chemicals legislation
- Sustainability
- Data protection
- on intellectual property rights (IP)
- on antitrust law
- on competition law
- on combating active and passive corruption and all other forms of corruption
- to combat money laundering and terrorist financing
- on foreign trade and customs law
- regarding sanctions and embargoes

CHIRON expects all business partners who supply goods and merchandise to CHIRON or provide services, works or other performances to CHIRON (hereinafter collectively referred to as "Suppliers") to fully comply with applicable laws, to conduct their business with respect for human rights and to adhere to the principles described in this CSCoC. We further expect our suppliers to support us in the fulfilment of our regulatory obligations and to cooperate with us in this respect.

In addition, we expect suppliers to commit their own suppliers, subcontractors and suppliers to the principles described in a comparable manner, to check their fulfilment in the supply chain and to make every effort to implement the principles described with their own suppliers and subcontractors.

1. Human rights, labour rights and human rights-related environmental due diligence obligations

We expect suppliers to ensure compliance with internationally recognised human rights and to avoid causing or participating in human rights violations. We also expect our suppliers to comply with the basic labour rights of the applicable law and to recognise the core labour standards of the ILO. Finally, we expect compliance with environmental due diligence obligations, insofar as their violation could jeopardise human rights.

1.1 Prohibition of child labour and forced child labour

Suppliers shall not employ children under the age at which compulsory schooling ends according to the law of the place of employment, whereby the minimum age may under no circumstances be less than 15 years.

In addition, people under the age of 18 may not be employed by suppliers in activities that constitute one of the worst forms of child labour according to ILO Convention 182, such as child slavery, child trafficking, servitude, forced or compulsory labour, child prostitution or child pornography, activities related to drugs or other activities that are harmful to the health, safety and morals of children.

1.2 Ban on forced labour

Suppliers may not employ persons in prohibited forced or compulsory labour. All activities must be carried out on a voluntary basis and must not be carried out as a result of bonded labour or human trafficking. The employees of our suppliers must be free to leave their employer subject to the statutory notice periods. The withholding of identity documents or work permits for the purpose of making it more difficult for the employee to separate from the employer is prohibited.

Suppliers do not use any form of slavery and do not tolerate slave-like practices, serfdom and other forms of domination and oppression in the workplace environment, for example through economic or sexual exploitation and humiliation.

1.3 Health and safety at work

Suppliers shall comply with all applicable occupational health and safety regulations and health and safety regulations at the place of employment in order to prevent accidents at work and work-related health hazards. In particular, they shall comply with all safety standards with regard to the workplace, the workplace and the work equipment, provide the necessary free protective equipment against the effects of chemical, physical and biological substances and organise the work in such a way that sufficient rest and recovery breaks counteract excessive physical or mental exhaustion. Suppliers shall also ensure that employees receive sufficient training and regular instruction to protect their health and safety.

1.4 Freedom of association and unionisation

Suppliers shall respect the freedom of association and recognise the right of employees to freely form or join trade unions. Employees may neither be disadvantaged nor favoured because of the formation, joining or membership of a trade union or other employee representation. Suppliers shall allow trade unions to operate freely and in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining.

1.5 Prohibition of discrimination

Suppliers shall not treat their employees unequally on the basis of national or ethnic origin, skin colour, social background, health, disability, sexual orientation, age, gender, political opinion, religion or belief; in particular, suppliers shall pay their employees equal pay for work of equal value.

1.6 Appropriate remuneration

Suppliers shall pay employees an appropriate wage. The appropriate wage is at least the minimum wage stipulated by the applicable law and is otherwise determined by the law of the place of employment.

1.7 Soil, water and air pollution, noise, resource consumption

Suppliers shall refrain from causing harmful soil change, water or air pollution, harmful noise emissions or excessive water consumption that significantly impairs the natural basis for the preservation and production of food, denies a person access to safe drinking water, impedes or destroys a person's access to sanitary facilities or harms a person's health.

1.8 Unlawful seizure of land

We expect our suppliers to comply with the prohibition of unlawful eviction and the prohibition of unlawful taking of land, forests and waters when acquiring, developing or otherwise utilising land, forests and waters whose use secures a person's livelihood.

1.9 Deployment of security forces

Suppliers shall ensure that any private or public security personnel they engage or use are appropriately trained and monitored to ensure that they comply with all applicable laws in their operations, in particular that they observe the prohibition of torture and cruel, inhuman or degrading treatment, do not unlawfully harm the life or limb of others and do not interfere with the freedom of association and unionisation of workers.

1.10 Other serious interference with protected legal position

Suppliers shall refrain from any other action or omission in breach of duty that goes beyond the aforementioned clauses 1.1 - 1.9, which is directly capable of impairing a protected legal position in a particularly serious manner and the unlawfulness of which is obvious when all circumstances are reasonably assessed.

1.11 Handling of mercury - Minamata Convention

The suppliers refrain from doing so,

- manufacture mercury-added products in accordance with Article 4(1) and Annex A Part I of the Minamata Convention on Mercury of 10 October 2013 (Minamata Convention),
- mercury and mercury compounds in manufacturing processes within the meaning of Article 5(2) and Annex B, Part I of the Minamata Convention,
- treating mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.

1.12 Dealing with persistent organic pollutants - POPs Convention

Suppliers shall observe the prohibition

- the production and use of chemicals in accordance with Article 3 (1) a) and Annex A of the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants (POPs Convention),
- the non-environmentally sound handling, collection, storage and disposal of waste in accordance with the regulations in force in the applicable legal system under the provisions of Article 6(1)(d)(i) and (ii) of the POPs Convention.

1.13 Handling hazardous waste - Basel Convention

Suppliers shall refrain from

- the export of hazardous and other waste within the meaning of Article 1(1) and (2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Basel Convention)
 - to a Contracting Party that has prohibited the import of such waste,
 - to an importing State within the meaning of Article 2(11) of the Basel Convention which has not given its written consent to the particular import, if that State has not prohibited the import,
 - into a non-party to the Basel Convention,
 - to a country of import if such hazardous or other waste is not managed in an environmentally sound manner in that country or elsewhere.
- the export of hazardous waste within the meaning of Article 1 paragraph 1 from countries listed in Annex VII of the Basel Convention to countries not listed in Annex VII,
- the import of hazardous waste and other waste from a non-Party to the Basel Convention.

2. Applicable national and international laws and regulations

We expect our suppliers to comply with all applicable national and international laws and regulations in addition to observing human rights, labour rights and environmental due diligence obligations.

3 CHIRON principles of transparent, fair and sustainable business conduct

CHIRON expects Suppliers to agree to and implement the following CHIRON Principles of Transparent, Fair and Sustainable Business Conduct, regardless of whether there are any applicable national and/or international laws or regulations that apply to Suppliers. To the extent that any applicable laws or regulations and the CHIRON Principles do not coincide, the stricter requirements shall apply.

3.1 Dealing with conflict minerals

If suppliers deliver products to CHIRON that contain gold, tin, tungsten or tantalum ("conflict minerals"), they will inform CHIRON of this on request and investigate their supply chain to an appropriate extent, provide CHIRON with written information on the origin of these substances by means of suitable evidence and demonstrate that their raw materials do not originate from conflict and risk areas or have been extracted with the acceptance of human rights violations.

3.2 Handling certain chemicals

As a manufacturer of machines, CHIRON is subject to various legal substance requirements (e.g. due to the EU Chemicals Regulation, REACH). This means that CHIRON must ensure that its products do not contain certain chemical substances at all or only in authorized quantities. Suppliers therefore undertake to provide CHIRON with appropriate information on the material composition of their products on request, to undertake appropriate enquiries, in particular with their suppliers, and to pass this obligation on to their suppliers in the supply chain. Suppliers further undertake to inform CHIRON immediately, even without being requested to do so, should the material composition of the products they supply change; suppliers shall also pass this obligation on to their suppliers.

3.3 Data protection, confidentiality, secrecy, information security

We expect suppliers to process personal data only in a lawful manner on the basis of applicable data protection regulations and only for legitimate purposes.

Business secrets and other confidential information that suppliers receive in connection with a collaboration with CHIRON must be treated confidentially and may not be disclosed to third parties without authorisation. In particular, confidentiality and/or non-disclosure agreements and all other agreed information security requirements must be strictly adhered to.

Suppliers shall operate an information security management system to ensure adequate protection and appropriate handling of all information with regard to confidentiality, availability and integrity.

3.4 Sustainability - ESG (Environmental Social Governance)

CHIRON attaches particular importance to the issue of sustainability. The economical use of resources and the protection of nature and the environment are important to us. Compliance with all legal requirements to this end is therefore a matter of course for us. We support the concept of the "European Green Deal", the EU Commission's concept with which the EU aims to create the transition to a modern, resource-efficient and competitive economy that emits no net greenhouse gases by 2050.

We therefore expect our suppliers to comply with all resource-relevant laws, such as the EU Timber Regulation, the EU Deforestation Regulation and the EU Regulation establishing a Carbon Border Adjustment Mechanism (CBAM), and to support CHIRON in complying with these laws and other efforts, in particular by providing data, e.g. in the context of carbon accounting.

4 Intellectual property rights

Suppliers shall respect the intellectual property rights of CHIRON and others. These include in particular, but are not limited to, copyrights, patent, utility model and design rights and existing know-how as well as company, name, trademark, labelling rights and rights to business designations and similar property rights.

5 Avoidance of conflicts of interest; fair competition; antitrust law

In their business activities with CHIRON, other customers, their own suppliers and other business partners, suppliers shall ensure that there are no conflicts of interest that could influence business relationships. They encourage their own employees and business partners to disclose potential conflicts of interest at all times during a business relationship.

Suppliers shall act in compliance with all national and international competition and antitrust laws. Suppliers shall refrain from any actions that constitute unfair competition, violate applicable fair trading laws and/or exploit the good reputation of a business partner in an unauthorised manner or damage it in any other way. In their dealings with competitors, suppliers shall not enter into any unlawful agreements or take any other actions that influence prices or delivery conditions without authorisation or otherwise obstruct free and open competition in an unlawful manner, for example price fixing or the allocation of markets or customers.

6 Prohibition of bribery, corruptibility and other forms of corruption

We expect suppliers to refrain from any form of bribery, corruptibility or any other form of corruption and not to participate in it either directly or indirectly. This means that benefits of any kind (neither cash nor non-cash benefits, no gifts, hospitality or other invitations) may not be promised, granted or accepted in return for preferential treatment in business dealings, neither to private sector parties nor to government and public authority representatives. This also includes refraining from granting and accepting unauthorised facilitation payments.

Invitations and gifts to employees and other representatives of CHIRON may only be granted if the occasion and scope are appropriate, i.e. if they are within the scope of customary business hospitality, custom and courtesy and are of low value. Suppliers shall observe CHIRON's ban on accepting gifts of money.

7 Prohibition of money laundering and terrorist financing

Suppliers comply with all applicable money laundering regulations and do not directly or indirectly promote the financing of terrorism.

8 Customs and foreign trade law; sanctions and embargoes

Suppliers shall comply with all applicable customs and foreign trade regulations. This includes strict compliance with all applicable export control, embargo and sanctions regulations and obtaining any necessary official export licences. Suppliers shall provide CHIRON with all information relevant to compliance with the aforementioned regulations. This includes in particular the Export Control Classification Number (ECCN), the goods tariff number according to the harmonised system, the country of origin and, if applicable, proof of preferential trade.

9 Messages and notes

Whistleblower/complaints mechanism

CHIRON has set up a whistleblower/complaints system.

We ask our suppliers to report any violations of the principles described in this Supplier Code of Conduct via our whistleblower system.

All CHIRON employees, as well as customers, suppliers, their employees and other third parties, have the opportunity to report - anonymously if they wish - information about misconduct at CHIRON, as well as human rights and environmental complaints relating to our supply chain.

In addition, we encourage our suppliers to set up their own grievance mechanism, even if they are not legally obliged to do so, and to commit to this in their own supply chain. You can reach the CHIRON whistleblower/complaints mechanism at

<https://chiron-group.com/de/unternehmen/compliance>

Suppliers can also submit relevant information to CHIRON's compliance function as follows:

Telephone +49 (0)7461-9400

Postal: CHIRON Group SE
 c/o Legal Department
 "Complaints procedure"
 Kreuzstrasse 75
 78532 Tuttlingen
 Germany/Germany

10 Agreement to the CHIRON Supplier Code of Conduct

We agree to the CHIRON Supplier Code of Conduct by signing the separately attached supplier declaration on the "Obligations with regard to the observance and implementation of human rights and environmental due diligence obligations and compliance with laws".