



MORE LIGHT

Code of Conduct for Business Partners of the Jenoptik Group

Business Partner includes sales partners, suppliers and other contractors

Corporate responsibility is a fundamental element of Jenoptik's commercial success.

In addition to upholding high legal and ethical standards when dealing with its own employees, business partners, and other company stakeholders, this also includes sustainable management to promote the company's social responsibility.

Jenoptik expects its sales partners, suppliers and other contractors (hereinafter "Business Partners") to uphold the same legal and ethical standards.

This Code of Conduct defines the Jenoptik Group's requirements for its Business Partners with regard to compliance with national and international laws, regulations, standards and contractual requirements.

It applies to all Business Partners of JENOPTIK AG and its affiliated companies (as defined by Article 15 of the Stock Corporation Act (AktG)) (hereinafter "Jenoptik").

The Business Partner shall undertake to comply with the following principles.

1. Compliance with laws and regulations

The Business Partner warrants that it complies with all relevant national and international laws in and in connection with the provision of services for Jenoptik, and that it takes steps to keep itself regularly informed of any changes to these laws.

This applies, in particular, to the laws of the country in which services are provided and in which the supplier and (if not the same) any end customer has its registered office.

Jenoptik recognizes that there are differences in cultures and legal requirements and, at the same time, expects that regardless of the location of the Business Partner or the contracting Jenoptik company, all business activities will be managed and structured in such a way that they comply with the requirements of this Code of Conduct for Business Partners.

2. Observance and guarantee of human rights

The Business Partner warrants that it complies with internationally recognized human rights standards and does not tolerate any infringement of these standards by third parties.

This applies in particular to the laws on the prevention of forced labor of the country in which the services are provided and in which the provider (if not the same) or the end customer is based.

2.1. Prohibition of forced and child labor

The Business Partner does not tolerate any form of forced labor, slavery, human trafficking, or other exploitation of employees, or any form of child labor.

2.2. Prohibition of discrimination and unequal treatment

The Business Partner does not accept any form of discrimination, unfavorable, or unequal treatment, for example based on race, ethnic or national origin, skin color, gender, religion or belief, political affiliation, disability, age, marital status, sexual identity, or other personal traits. It respects the privacy and personal rights of its employees in accordance with national laws.

2.3. Assurance of fair working conditions and hours

The Business Partner ensures fair working conditions and complies with all applicable health and safety regulations. In particular, it warrants that it complies with all statutory regulations relating to working hours.

2.4. Assurance of fair pay

The Business Partner ensures fair pay for its personnel. It warrants that it complies with all statutory minimum wage provisions applicable in its provision of services for Jenoptik, including relevant documentation including ordinances, guidelines and any local specifications as well as the relevant documentation and retention obligations.

2.5. Respect for freedom of association and right to organize

The Business Partner warrants that it respects its employees' freedom of association and right to organize in accordance with the relevant laws and provisions.

3. Prohibition of corruption and bribery

The Business Partner does not tolerate bribery, corruption, or other corrupt conduct. In and in connection with the provision of services for Jenoptik, it complies with all relevant national and international anti-corruption legislation (e.g. UK Bribery Act, Foreign Corrupt Practices Act).

The Business Partner warrants that it has not and will not provide any unlawful benefits, either directly or indirectly, to managers, employees, or representatives of Jenoptik. The Business Partner further warrants that it does not offer, promise, or grant unlawful payments, donations, gifts, or other assets to public officials, other private or public decision-makers, or other business partners, either directly or indirectly, and does not seek to exercise any unlawful influence on their decision-making.

The Business Partner will also neither demand, accept, nor tolerate the promise of any unlawful benefits from third parties.

4. Avoidance of conflicts of interest

The Business Partner warrants that it has no personal, business, or legal conflicts of interest in and in connection with business decisions regarding Jenoptik. It will also undertake to provide immediate notification of potential conflicts of interest (including those of its employees and agents), in particular those relating to personal relationships with Jenoptik employees or business partners.

5. Fair conduct in the marketplace and fair competitive practices

Jenoptik expects its Business Partner to engage in market and competitive practices that are fair, ethically responsible, and law-abiding.

5.1. Prohibition of antitrust practices

The Business Partner warrants that it refrains from antitrust and anticompetitive agreements in and in connection with the provision of services for Jenoptik, this to include impermissible price, territorial, market-sharing, and collusive bidding agreements, and that it complies with the regulations of the relevant antitrust laws.

5.2. Protection of information

The Business Partner ensures the protection of confidential information that becomes known to it in the process of providing services for Jenoptik, as well as other trade and business secrets, and complies with the relevant laws relating to the protection of intellectual property. Confidential information and documents may only be used for the purposes agreed in the respective business relationship and may not be passed on or otherwise made accessible to third parties without authorization.

The Business Partner also undertakes to comply with the applicable national and international data protection laws.

5.3. Compliance with foreign trade law provisions

If applicable within the scope of providing services for Jenoptik, the Business Partner warrants that it complies with all relevant national and international foreign trade law and customs provisions, such as the relevant laws on importing and exporting goods, services, technologies, software, and information, and on embargoes and other sanctions. In particular, it undertakes to comply with all relevant provisions of national and international customs and foreign trade law, and provide in good time and in writing all papers, documents, data, and information required for compliance of the relevant customs and foreign trade laws on export, import, and re-export (e.g. official permits to be obtained or existing obligations to register).

6. Commitment to environmental social governance (ESG) Protection of the environment and resources

6.1. Protection of the environment and resources

In connection with the provision of services for Jenoptik, the business partner undertakes to comply with all applicable national and international regulations on environmental protection and energy conservation and is committed to the responsible use and procurement of natural resources or, where possible, the use of recycled materials. In particular, the business partner shall ensure that an appropriate environmental management system is in place.

6.2. Assurance of product safety and compliance with requirements relating to the handling of substances, mixtures, and articles as well as hazardous waste ¹

The supplier undertakes to ensure that all goods and services it supplies comply with the quality or safety standards specified by the relevant laws and regulations and will demonstrate this at Jenoptik's request. The supplier further undertakes, if applicable, to ensure careful and responsible handling of substances, mixtures, and articles in and in connection with the provision of services for Jenoptik in accordance with the relevant national and international requirements.

In particular, the supplier warrants that, if applicable, it complies with all relevant registration and information obligations and the restrictions of the REACH Regulation (EC) 1907/2006 for substances and mixtures and provides a material safety data sheet for substances and mixtures used. It further undertakes to comply with the restrictions on the use of certain hazardous substances in accordance with the RoHS Directive 2011/65/EU in the current valid version.

The supplier undertakes to comply with the following environmental agreements, in particular, but not limited to, in connection with the manufacture of the goods it supplies:

- Minamata conventions on mercury;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal;
- Stockholm Agreement on Persistent Organic Pollutants.

6.3. Responsible handling of conflict minerals and "extended minerals" *)

The supplier must ensure that the use of so-called conflict minerals (tin, tantalum, tungsten, and gold) and their derivatives, as well as "extended minerals" (cobalt, mica, lithium, natural graphite, copper, and nickel) in deliveries to Jenoptik only takes place in compliance with the applicable legal regulations. The supplier must ensure this through sufficient transparency and verification of the supply chain (e.g., proof of implementation of OECD due diligence) and provide Jenoptik with evidence of this upon request. The business partner undertakes to provide Jenoptik with a current Conflict Minerals Reporting Template (CMRT) and/or an Extended Minerals Reporting Template (EMRT) upon request.

6.4. Provision of information on ESG platforms

The business partner undertakes to register on an ESG rating internet platform selected by Jenoptik and to provide all information required there, including on the topics of supply chain due diligence, deforestation, CO₂ emissions, material compliance, environmental protection, and, if applicable, other topics, in the form of self-disclosures and any available certificates for the purpose of conducting an ESG risk analysis, within a reasonable time frame, unless there are serious reasons preventing registration. In this case, the business partner shall immediately notify Jenoptik of these serious reasons that prevent such registration.

¹ Para. 6.2 and para. 6.3 is only relevant for suppliers of material.

Upon a reasoned request from Jenoptik, the Business Partner also undertakes, independently of the provision of information via a Jenoptik ESG platform, to provide all information and evidence in connection with the provision of services that is required under relevant national and/or international regulations for compliance with ecological and social corporate governance.

7. Communication of the principles in this Code of Conduct to third parties

The Business Partner undertakes to communicate to and bind its employees, legal representatives, agents, and other third parties involved in and in connection with the provision of services of Jenoptik to the principles set out above.

At Jenoptik's request, it will demonstrate this to Jenoptik in the event that reasonable grounds to do so exist.

8. Consequences of infringements

The Business Partner is obliged to notify Jenoptik without delay if it suspects an infringement of the obligations set out in this Code of Conduct in connection with the provision of services for Jenoptik and to support Jenoptik in resolving any such cases. Any suspicions can be communicated to its contact at Jenoptik or employees in Corporate Compliance & Risk Management. The Business Partner also gives its employees the opportunity to report infringements in confidence. In the event of serious infringements of this Code of Conduct, Jenoptik is authorized, in particular, to immediately end all contractual relations with the contracting party and terminate them without notice. In all cases, the Business Partner is obliged to remedy any infringements without delay.

Jenoptik reserves the express right to claim damages from the Business Partner in the event of an infringement of this Code of Conduct for which the Business Partner is responsible. The Business Partner exempts Jenoptik from all claims made by third parties based on infringements of this Code of Conduct for which the Business Partner is responsible in the provision of services for Jenoptik.

In the event of a serious infringement of the principles of this Code of Conduct for which the Business Partner is responsible, Jenoptik is authorized to demand the return of any commissions or discounts granted that have been used for undue activities. The Business Partner grants Jenoptik the right and declares its consent for Jenoptik, should it have reasonable grounds to believe that the Business Partner has committed a serious infringement of the above assurances and obligations, and following prior notification provided within a reasonable period of time, to inspect the files and documents of the Business Partner that are directly associated with its services for Jenoptik through an auditor and/or lawyer who is bound by professional secrecy. The Business Partner is authorized and obliged to participate in this audit.

All Business Partners of Jenoptik have the opportunity to confidentially report misconduct and violations of this Code of Conduct for Business, e.g. potential violations of human rights or environmental violations in their own company or at their own sales partners, suppliers or other contractors, via Jenoptik's confidential whistleblowing system (<https://jenoptik.integrityline.com>).

9. Final provisions

This Code of Conduct is subject to the laws in effect at the registered office of the Jenoptik company responsible for concluding the contract.

Last updated: November 2025

Dr. Stefan Traeger
Chairman of the Executive Board

Dr. Prisca Havranek-Kosicek
Chief Financial Officer

Dr. Ralf Kuschnerreit
Member of the Executive Board

Contact

JENOPTIK AG · Compliance & Risk Management
Carl-Zeiss-Strasse 1 · 07743 Jena · Germany
P +49 3641 65-2235 · compliance@jenoptik.com