

Code of Conduct for Business Partners of RUAG International

1 Introduction

Collaboration, high performance, and visionary thinking – these are the values that represent RUAG International. RUAG International (including companies of the business segment Space (Beyond Gravity) and companies of the business segment Aerostructures, hereinafter referred to as “**Beyond Gravity**”, “**we**” or “**us**”) recognizes and sets as an objective to combine its business operations with its social and environmental responsibilities. For Beyond Gravity, business relations with customers and Business Partners are based on integrity and partnership, trust, and mutual respect.

Beyond Gravity also expects its business partners, i.e., its customers, suppliers, service providers as well as their supply chains (“**Business Partners**”), to comply with integrity in every way. In order to substantiate this, Beyond Gravity sets out certain minimum standards. Beyond Gravity publishes this Code of Conduct for its Business Partners on the internet and draws its Business Partners’ attention to it as an extension to our General Terms and Conditions.

2 Human rights, Child and Forced Labour

Business Partners of Beyond Gravity must observe the Universal Declaration of Human Rights of the United Nations (including the ILO Minimum Age Convention No. 138 and Child Labour Convention No. 182). Beyond Gravity expects its Business Partners to have processes in place that ensure human rights within their operations, including their own supply chain, and to take reasonable measures to prevent or mitigate misconduct. Business Partners shall not use workers younger than the age of 15 or the applicable minimum legal age for working, whichever is higher. Business partner shall make no use of forced or compulsory labour or of any forms of slavery.

3 Working conditions, integrity, and non-discrimination

Business Partners shall comply with national applicable laws and regulations regarding working hours, wages and benefits and recognize the legal right of workers to form or join unions. Business Partners shall promote the diversity and heterogeneity of its employees and shall not discriminate with regard to race, religion, physical ability, sexual orientation, gender, health condition, age, marital or parental status, nationality, social or ethnic origin, union membership or political opinion and comply with all applicable discrimination laws.

4 Health and safety

Beyond Gravity requires its Business Partners to ensure personal safety and safe working conditions and healthy working environment for their whole workforce. Our Business Partners are also expected to take proactive measures to prevent workplace hazards, accidents and work-related illnesses and to protect employees from excessive exposure to chemical, biological and physical dangers and unsafe conditions such as lacking personal protective equipment, fire protection, sanitation, and other work-related accommodations.

Business Partners are expected to monitor and mitigate/minimize risks arising from their operations with reference to ISO 45001 (or comparable).

5 Environment, sustainability and responsible sourcing

Beyond Gravity’s primary focus is to create responsible and sustainable operations by means of reducing its environmental impact. Business Partner shall comply with all applicable environmental laws, regulations and

standards as well as implement an effective system to identify and eliminate potential hazards to the environment. Business Partners are expected to monitor and mitigate/minimize risks arising from their operations with reference to ISO 14001 (or comparable).

Beyond Gravity's Business Partners are expected to adequately reduce environmental impact in their production and transport/supply chains, that foster conscientious operational practices and systems, such as implementing action plans to increase efficiency, reduce greenhouse emissions, and waste management. Depending on the impact Beyond Gravity may request a self-evaluation of environmental risks by the business Partner.

Our Business Partners should promote environmentally friendly technologies and processes not only within their own operations, but also across their supplier base, ensuring safe handling and disposal of hazardous and restricted substances.

Beyond Gravity's Business Partners are expected to ensure responsible sourcing of raw materials and, depending on their possibilities, to adequately reduce their CO-2 footprint. All rules and regulations concerning the use of conflict minerals¹ and critical materials² must be followed including satisfying any disclosure requirements.

6 Fair competition

Beyond Gravity is convinced that functioning markets drive innovation, technological progress, and the continuous improvement in quality. For this reason, Beyond Gravity acts as a fair and responsible competitor. Beyond Gravity expects the same etiquette of its Business Partners of upholding standards for fair business practices, advertising, and competition. Fair competition also includes respecting the intellectual property of third parties and protecting information that is given in confidence, and only using such information within the framework of relevant agreements.

7 Ban on corruption and fraud

Beyond Gravity applies a zero-tolerance policy on corruption and rejects any form of bribery or any other corrupt behavior. Beyond Gravity expects its Business Partners neither to tolerate nor actively participate in corrupt activities regardless of whether this is with regard to public officials or private individuals or organisations. It is prohibited to offer, solicit, provide, request, or accept a benefit, or something of value, with the intention or effect of influencing the decision-making process of a Business partner or public official. In the same way, providing anything of value may not influence Beyond Gravity's or the Business partner's own decision-making process. Business Partners are expected to implement anti-corruption policies and procedures and to ensure their compliance within their own organization and across their own supply chain.

8 Acceptance or giving of gifts, entertainment, and other benefits

No gifts of an exaggerated value or other inappropriate gifts may be offered, given, or accepted. Gifts and entertainment or other benefits should only be offered, given, or received in good faith and only if they are appropriate and in keeping with customary business hospitality and follow the local laws. Beyond Gravity makes no donations to political parties and expects its Business Partners not to make such donations.

¹ tantalum, tin, tungsten, and gold, which are the extracts of the minerals cassiterite, columbite-tantalite and wolframite, respectively.

² these are resources needed to produce key technologies, being at risk of supply constraints, having environmental implications, financially costly, price volatile and deemed economically important and are difficult to substitute because of their unique properties, interest of different countries or for economic reasons. Lists of critical materials vary country to country.

9 Facilitation payments and other illegal payments

Beyond Gravity's Business Partners shall not offer or provide benefits to public officials for routine governmental action in order to initiate or expedite performance of duties of non-discretionary nature (facilitation payments). Exceptions may apply in case of danger to personal health and safety.

10 Conflicts of interest

Business Partners shall disclose to Beyond Gravity any situation that may appear as a conflict of interest, and disclose to Beyond Gravity if any Beyond Gravity officer, employee or professional under contract with Beyond Gravity may have an interest of any kind in that business or any kind of economic ties with the Business Partner. We also expect our Business Partners to be transparent and disclose any commercial, financial, or other significant direct or indirect links to government officials, political parties and public/government owned entities as well as any existing relationship(s) with Beyond Gravity employees or third parties working for Beyond Gravity.

11 Data Protection and confidentiality

Beyond Gravity takes the protection of data that relates to a person directly or indirectly (**personal data**) seriously. Subject to any further requirements according to the contract, Beyond Gravity expects its Business Partners to process personal data lawfully, transparently and confidentially and only for legitimate purposes, to adequately protect and update such data and ensure compliance with applicable data privacy legislation and with an adequate data processing agreement where needed.

Business Partners must ensure and follow the latest information security standards, implement appropriate physical and electronic security (IT-cyber security) programs and procedures. In case of occurred data breaches, Business Partners shall immediately notify Beyond Gravity of any suspected or occurred data breach.

Details on how Beyond Gravity process personal data are described in our Privacy Notices, available at our websites (e.g. www.ruag.com/en/privacy; www.beyondgravity.com/en/privacy) or are provided to Business Partners upon request.

12 Laws, regulations

Business Partner shall comply with local, national and international laws that are relevant for its business and as needed to enable Beyond Gravity's Business to comply with such laws according to the scope of a contract. We expect our Business Partners to have appropriate policies and practices in place that apply to their employees and supply chains. Suppliers must comply with national and international applicable export control regulations and sanctions and embargo laws. Business Partner must cooperate with Beyond Gravity in determining applicable export control restrictions.

In case of any violation of this Code by a Business Partner, Beyond Gravity shall be entitled to terminate any contract and business relations with the Business Partner with immediate effect without compensation and reserves the right to take legal action at its discretion.

13 Monitoring

Beyond Gravity expects its Business Partners to have an appropriate compliance management system (CMS) in place that considers company's size and industry. The CMS should ensure the adherence to the principles set forth in this Code of Conduct as well as all other applicable rules and regulations that apply to the Business Partner. Beyond Gravity may audit the Business partner's CMS in form of either periodic audits, self-assess-

ments, or documentation reviews. Beyond Gravity may perform such reviews with in-house resources or mutually agree with the Business partner on nominating a specialized, independent 3rd party to perform the review. Results of such the review will be shared to mutually improve the business relationship. Any identified gaps or risks are expected to be mitigated and resolved in order to correct any root causes.

14 Questions, comments, and Compliance Integrity Line

In the case of uncertainty in connection with the understanding and application of this Code of Conduct for Business Partners of Beyond Gravity, please contact your direct contract to Beyond Gravity or any member of the Legal or Compliance team.

Should any infringements be discovered, Beyond Gravity also offers the option to file notifications on its Website (currently <https://beyondgravity.speakup.report/beyondgravity>).

Business partner's acknowledgment/commitment

We have received, read, and understand the "Code of Conduct for Business Partners of RUAG International" (hereinafter referred to as the "**Code of Conduct**") in the version dated 6. December 2023, and hereby commit ourselves to act in accordance with all requirements set in this the Code of Conduct, in addition to our obligations set in contractual agreements with RUAG.

We confirm that we understand the importance of the requirements set in this Code of Conduct as our duty when doing business with RUAG and are aware of the consequences of non-compliance with these requirements.

We recognize and commit to cooperating with RUAG during on-site reviews, as well as provide relevant information on any known misconduct(s) and breache(s) of this Code of Conduct as they relate to the business transaction/arrangement with RUAG.

Company name:

Company address:

Name(s) of the signatory(ies) and/or contact person(s):

Position(s):

Contact details:

Place, date:

Signature(s):