

# Supplier Code of Conduct

## Menck Marine Foundations

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### Document History Change

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02	23. Feb 2023	Adjustments to the ACTEON Supplier Code of Conduct (2023)	KSt		Compliance
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05	01. Sep 2024	<ul style="list-style-type: none"> <li>Addition to section 3.6 “Asbestos-free”</li> <li>- Addition to section 3.7 “Radioactivity-free steel parts”</li> <li>- Addition to section 3.8 “Deforestation-free products”</li> <li>- ACTEON brands updated (header)</li> </ul>	KSt		I-CARE
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# 1 Introduction / Preamble

Menck Marine Foundations is a business line of “Acteon”, a company registered in England.

Acteon supports energy suppliers in using the potential of global offshore resources and provides reliable solutions for the global offshore energy industry. Further information about Acteon and its business lines can be found online at <https://acteon.com/>.

Menck Marine Foundations develops integrated solutions for the installation of seabed foundations\* that accelerate offshore energy projects (\*‘marine foundations’ are the supporting structures that are anchored in the sea to support large structures such as offshore wind turbines, plus oil and gas platforms). Using advanced tools and decades of experience, we optimise designs to minimise risk, secure delivery and enhance performance – even in the most challenging conditions. For more information about Menck, visit

[Menck – Marine Foundation Installation Solutions | Acteon](#)

The Menck Marine Foundations business line includes the operating companies

- Menck GmbH (Germany, registered in Kiel, HRB 3894NO)
- Menck Pte., Ltd. (Singapore, register No. 201331262M)
- Menck UK Ltd. (Great Britain, register No. 15888223)
- Menck Australia Pty, Ltd. (Australien, Company ID Number ACN 158985463)

These sole proprietorships are collectively referred to as ‘Menck’ or, depending on the context, as ‘we,’ ‘us,’ ‘our’, or ‘ours’.

## 1.1 Purpose of this Supplier Code of Conduct

Corporate integrity, responsible procurement, the safety, and wellbeing of our employees are top priorities for Menck. These core principles form the basis of this Supplier Code of Conduct of Menck Marine Foundations (hereinafter referred to as the “Supplier Code of Conduct” or “Code of Conduct”).

It defines the minimum requirements that all companies supplying Menck with products or services must meet. It also describes our expectations for sustainable action in the following areas:

- Social responsibility
- Ecological responsibility
- Ethical business conduct
- Information protection

The Supplier Code of Conduct is binding for all suppliers and forms the basis of our business cooperation.

The Menck Supplier Code of Conduct is based on the Menck Quality, Health, Safety, and Environment Policy (QHSE), the Menck compliance requirements, plus international conventions and standards such as the United Nations Global Compact, the OECD Guidelines, the International Covenant on Human Rights, and the Declaration on Fundamental Principles & Rights at Work of the International Labor Organization (ILO).

Menck has the right to modify this Supplier Code of Conduct from time to time. Any modifications will be notified to Suppliers and the revised version available on our website.

## 1.2 Scope

This Supplier Code of Conduct is part of the agreements and contracts between the supplier and the relevant Menck operating companies (e.g., orders placed by Menck with the supplier).

It must be complied with by

- **Supplier:**  
Company, partnerships, or individuals who supply goods or services to Menck, including their parent companies, subsidiaries, and affiliates.
- **Worker:**  
Meaning any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business, e.g., full-time and part-time employees, managers, board members, consultants, contractors, temporary workers, migrant workers, trainees, and interns.
- **Sub-supplier:**  
Company or individuals used by the Supplier to manufacture, process, or provide the goods or services that are or will be delivered to Menck.

## 1.3 Breaches & Consequences

A breach of the requirements of this Supplier Code of Conduct constitutes a material breach of contract and may result in appropriate measures or sanctions on our part.

If we become aware of a potential or actual breach of this Supplier Code of Conduct by the supplier, its workers, or sub-suppliers, we reserve the right to take the following steps in particular:

- immediate termination of our business relationship with the supplier and immediate termination of any current contracts; or
- requirement of the supplier to take immediate action to ensure compliance with the code. These measures, which must then be presented as a plan of measures, must be submitted to us in writing within 14 days of the request. If the supplier does not submit this action plan within the given period, or does not implement it within a reasonable period, we may terminate the business relationship with immediate effect and cancel current orders free of charge.

## 1.4 Our General Requirements

### 1.4.1. Compliance with this Supplier Code of Conduct

The Supplier shall comply with all requirements of the Supplier Code of Conduct and shall make the necessary efforts to meet these requirements.

## 1.4.2. Information on the Contents of this Supplier Code of Conduct

The supplier shall ensure that all requirements of this Supplier Code of Conduct are brought to the attention of and complied with throughout its own operations, plus those of its direct suppliers. We also encourage each supplier to meet the same standard with respect to our claims and to proactively engage with their supply chain beyond their direct suppliers to implement comparable standards as outlined in this Supplier Code of Conduct with respect to requirements and claims.

## 1.4.3. Implementation of a Training System

The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code. The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to us on request.

## 1.4.4. Appropriate Management Systems for Active Monitoring

The supplier proactively addresses any risk of violation of the requirements, whether in its facilities or in its supply chains. The supplier has a code of conduct that clarifies the supplier's rules of conduct and proper behaviour for the supplier's employees.

The supplier shall establish appropriate management systems to monitor all elements of this Supplier Code of Conduct, taking into account the scale, complexity and risks of the supplier's business. Such management system shall be continuously reviewed, monitored and improved, preferably through third party certification. If requested, the supplier shall provide us with written confirmation that

- it has appropriate systems in place to monitor compliance with this Code
- it can comply with this Code for the duration of the business relationship with us

## 1.4.5. Duty to Report and Inform in Case of Incidents

The supplier shall act honest and be transparent with facts and data related to requirements and claims. The Supplier undertakes to present all information and results on individual points of the Supplier Code of Conduct in writing if requested to do so by Menck.

Should the supplier have any concerns that Menck is not complying with the standards set out in the Code, they must also report this — via:

- Email: [compliance@acteon.com](mailto:compliance@acteon.com)
- Acteon reporting platform: <https://reportline.acteon.com> or using this QR code (reports can be made anonymously):



### **1.4.6. Regulation of Responsibility**

The supplier has appointed a manager who is responsible for compliance with the areas mentioned in this Supplier Code of Conduct.

## **1.5 Legal Compliance**

In fulfilling agreements with Menck, the supplier must comply with all applicable laws and regulatory requirements, including those relating to the topics covered in this Supplier Code of Conduct.

In the event of any conflict between laws, contractual provisions, and this Supplier Code of Conduct, the provision that offers the most comprehensive protection shall always apply.

As Menck operates globally and maintains business relationships with partners in countries whose national laws and regulations may impose less stringent requirements, the principles of this Supplier Code of Conduct shall prevail in such cases.

## **1.6 Implementation & Compliance**

The requirements described in this Supplier Code of Conduct are key criteria for the qualification and evaluation of our suppliers. Acceptance of this Supplier Code of Conduct and the implementation of all requirements are fundamental prerequisites for entering into a business relationship with us

Menck Marine Foundations regularly checks whether these requirements are being met. In addition, Menck reserves the right to conduct an audit or assessment of the supplier at any time – either by our own employees or by an independent third party commissioned by Menck.

A lack of cooperation, ignoring of violations, or failure to implement necessary corrective measures in a timely manner, may result in Menck reducing the volume of business or termination of the business relationship.

## 2 Social Responsibility

### 2.1 Human Rights

The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

### 2.2 Prohibition of Harassment, Abuse & Violence, and Protection of Rights

The supplier is obligated to adhere to the ban on harassment, bullying, abuse, or any form of violent punishment.

The supplier is specifically required to adhere to the ban on employing private or public security personnel for the protection of a business initiative, if this employment contravenes the prohibition against torture and cruel, inhuman, or degrading treatment; or if it results in harm to individuals due to insufficient training or oversight by the supplier. Furthermore, the supplier commits to honoring and safeguarding the rights related to land and natural resources of all communities and individuals impacted. This includes in particular:

- Prohibition of illegal eviction: The supplier may not support or carry out any actions that lead to the illegal eviction of land, forests or waters that are lawfully used by communities or individuals.
- Prohibition of unlawful taking of land, forests and waters: The supplier shall not take any action that results in the unlawful taking of land, forests or waters that are essential to the livelihoods of persons or communities, whether through acquisition, development or other use.

The supplier undertakes to act transparently in all land-related activities, to consult with affected communities and individuals and to take appropriate measures to ensure that their rights and livelihoods are respected.

### 2.3 Prohibition of Modern Slavery & Forced Labour

Menck Marine Foundations strictly prohibits any form of modern slavery, forced labor, and human trafficking. All work must be voluntary; practices such as debt bondage, restriction of freedom of movement, withholding of identification documents, withholding of wages, or excessive recruitment fees, are prohibited.

Suppliers and their recruitment agencies must not engage in, or tolerate exploitative or abusive practices. They are required to keep product-related supply chain information (relating to Menck) available in order to be able to prove the origin plus the manufacturing conditions of their products. Should information to verify possible forced labour be requested, the supplier has to cooperate fully with authorities and Menck.

These requirements ensure the compliance with European Union regulations, including the EU Forced Labor Regulation (EUFLR).

## 2.4 Prohibition of Child Labour

Child labour must not be used in any phase of production and service provision. Suppliers are required to comply with the recommendation from the ILO conventions (International Labour Conference of the United Nations) on the minimum age for employment.

## 2.5 Fair Remuneration

The supplier shall pay and offer its workers remuneration and benefits that are at least in line with relevant laws and collective agreements and meet the basic personal needs of workers (wage levels for basic costs of living needs).

The supplier provides its employees with information about their employment conditions and benefits in a format and language that they can easily understand, e.g., a written employment contract and timely pay slips.

## 2.6 Fair Working Time

Working hours must comply with applicable laws or industry standards. Overtime is permitted to the extent it is in compliance with applicable laws and all legally required rest breaks are available.

## 2.7 Freedom of Association

The supplier shall respect the right of workers to freedom of association, to join trade unions, to call on labour representation or to join works councils in accordance with local laws. Workers shall be able to communicate openly with management without fear of reprisal or harassment.

## 2.8 Prohibition of Discrimination

Discrimination against employees in any form is inadmissible!

This applies, for example, to discrimination based on gender, race, caste, skin colour, disability, political conviction, origin, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are to be respected.

## 2.9 Health Protection; Safety at Work

The supplier is responsible for a safe and healthy working environment. By setting up and applying appropriate occupational safety systems (e.g. in accordance with ISO 45001), necessary precautionary measures are taken against accidents and damage to health that may arise in connection with the activity. In addition, employees are regularly informed and trained about applicable health and safety standards and measures. The supplier undertakes to hand over statistics and reports (without personal data) on occupational accidents to Menck, if requested to do so by Menck.

Employees shall be provided with access to drinking water in sufficient quantity and with access to clean sanitary facilities.

## **2.10 Complaints / Whistleblower Protection / Whistleblowing**

The supplier shall provide all employees and third parties with appropriate reporting channels and remediation mechanisms to report concerns, complaints and breaches of law, as well as to make recommendations and suggestions for improvement in relation to the supplier's business operations.

All reporting channels must be designed, established and operated in such a way that the identity of the whistleblower remains confidential. In addition, both employees and third parties must be able to submit their information verbally as well as in writing. The supplier should acknowledge receipt of the report within one week and inform the whistleblower of any action taken within three months.

Whistleblowers must be protected from reprisals. This includes protection against labour law measures, such as dismissals and salary cuts, but also against discrimination. This protection can also extend to other persons such as colleagues of the whistleblower. If reports are hindered or prevented, this leads to sanctions against individual persons or even the supplier.

The supplier must check whether notices received about potential legal violations are valid. If so, they should initiate appropriate measures, such as internal investigations. In this process, an external partner can also take over the individual steps from the validity check to the recommendation of follow-up measures to the conclusion and documentation of the procedure.

The supplier is required to provide full information about its established whistleblowing system if asked to, or check this in the course of an audit.

## **3 Ecological Responsibility**

Menck expects all its suppliers to reduce their negative impact on the environment by protecting the environment, conserving natural resources and continuously seeking to reduce the environmental footprint of their production, products and services throughout their life cycle.

All suppliers must comply with applicable national environmental laws, regulations and standards. Suppliers are also expected to establish and apply an appropriate environmental management system (e.g. ISO 14001) to minimise environmental impacts and hazards and to improve environmental protection in daily business operations.

### **3.1 Resource Efficiency, Water & Energy Consumption**

The supplier is required to use and consume natural resources and energy sources in an optimised and efficient, economical manner. Particular attention shall be paid to the implementation of conservation and recycling practices in the supplier's production and performance processes.

### **3.2 Emissions & Waste Management**

The supplier is required to regularly control, minimise and, as far as possible, eliminate emissions of greenhouse gases and/or other pollutants at source or through other appropriate measures.

The supplier is also required to control and treat wastewater and solid waste originating from the supplier's operations, industrial processes and sanitary facilities prior to discharge or disposal. In addition, the supplier is required to implement a waste management strategy that addresses the following objectives in descending order of priority:

(1) prevention, (2) reduction, (3) reuse, (4) recycling, (5) energy recovery, (6) thermal disposal without energy recovery, and (7) landfilling/disposal in a safe and environmentally sound manner.

The supplier is required to design all packaging material to support a circular economy.

### **3.3 Hazardous Substances**

The Supplier identifies and assesses potentially hazardous substances in chemical products and articles that are used or may arise within its production processes. The Supplier ensures that these substances are handled safely and in compliance with applicable regulations throughout their entire life cycle, in particular during handling, transport, storage, recycling, and disposal.

At a minimum, the applicable EU regulations (including, but not limited to, the REACH and CLP Regulations) as well as all relevant national laws and regulations must be complied with.

Current and appropriate safety information (e.g. safety data sheets, operating instructions) is made available and used to demonstrably instruct and train employees and to protect them from hazards arising from hazardous substances.

Personal protective equipment (PPE) appropriate for handling the respective hazardous substances or hazardous situations is defined on the basis of a documented risk and hazard assessment and is provided by the Supplier. Employees are demonstrably instructed in the proper use of PPE. PPE is regularly inspected to ensure its proper condition, functionality, and continued suitability.

Appropriate emergency plans are in place for accidents, malfunctions, or process failures. The implementation of emergency drills is defined and documented.

Hazardous substances are disposed of in a verifiably professional manner by approved waste disposal companies. The relevant evidence and documentation are retained.

### **3.4 Conflict Minerals**

Conflict minerals (also referred to as '3TG') are tantalum, tin, tungsten, gold and their derivatives. In conflict areas or high-risk countries (such as the Democratic Republic of Congo (DRC) or its adjoining countries), the minerals trade can be used to finance armed groups, fuel forced labour and other human rights abuses, and support corruption and money laundering.

The supplier must take into account that the goods delivered to us must not knowingly contain any conflict minerals, in accordance with EU Regulation EU 2017/821, and that only sustainably produced and traded minerals (in accordance with OECD Due Diligence Guidance) may be used in the production. The supplier must also require this from its sub-suppliers.

### **3.5 CO<sub>2</sub>-Emissions / EU-Carbon Border Adjustment Mechanism (CBAM)**

In order for us to be able to assess environmental risks and their impact and report them to the authorities, each supplier must be able to provide us with reliable information on the CO<sub>2</sub> emissions of each of its products and services (covered by the EU Carbon Border Adjustment Mechanism).

### **3.6 Asbestos-free Products**

The supplier must ensure that all products, auxiliary materials and their packaging supplied to us are asbestos-free and that no materials or components containing asbestos or substances containing asbestos are used. The supplier must be able to prove this based on documents along its supply chain and its own quality controls. The supplier must be able to make these documents available upon request.

### **3.7 Radioactivity-free Steel Parts**

The supplier guarantees that all delivered steel parts, auxiliary materials and their packaging do not emit any ionizing radiation or contain any radioactive substances that pose a risk to health or the environment.

The supplier must be able to prove this on the basis of documents along its supply chain and its own quality controls and must confirm this with each delivery.

## 3.8 Deforestation-free Products

One measure to conserve global resources is to curb deforestation and reduce forest degradation. In order to comply with international laws, we only allow products and auxiliary materials in our economic cycle whose raw materials and relevant products have been produced in accordance with these international standards.

The supplier must prove that the products supplied by him, the required preliminary products and the auxiliary materials used (e.g. packaging, pallets, etc.) come from legal and sustainable sources and do not contribute to deforestation or forest degradation.

The supplier must comply with its duty of care and must provide documents and information on request that prove that the products in question have been produced in accordance with this requirement. This includes the assessment of risks along the entire supply chain, from the extraction of raw materials to the product delivered to us. The European Union's Directive 2023/1115 (EUDR) must also be taken into account here

## 4 Ethical Business Conduct

We require our suppliers to uphold the highest standards of integrity and to always act honestly and fairly in their business operations and relationships. We believe that doing business fairly and within the law is essential to building trust with customers and other business partners. We require our suppliers to conduct business in the same manner, particularly in the following areas.

### 4.1 Fair Business Competition

The supplier shall respect and comply with all relevant fair trade, competition and antitrust laws plus regulations. The supplier shall not engage in anti-competitive discussions or enter into anti-competitive agreements, including illegal price fixing, market sharing, customer allocation or other illegal restrictive practices at any level of production or supply chain. The supplier is therefore required to establish a company or group-wide compliance program for fair competition that is applicable to all associated organizational units of the supplier.

### 4.2 Compliance with Trade & Sanctions Provisions / Due-Diligence

We have set up a "due diligence process" in which we carefully analyse all suppliers and also potential (new) suppliers or individuals with regard to economic, legal, tax and financial circumstances. This check is carried out in compliance with data protection regulations and includes:

- Compliance Screening (sanction list check)
- Trade restrictions set by the competent authorities

- Sanctions imposed on relevant supplies of goods or services to or from the countries or certain third countries
- Economic conditions
- Shareholder structures
- Possible links to economic crime such as corruption and tax evasion

All suppliers and their sub-suppliers must be familiar with and strictly comply with all current laws and regulations related to trade controls and sanctions.

They may not source goods or services from sanctioned countries, nor deliver, forward, or transport goods to such countries or through their ports.

Business activities with individuals or legal entities listed on sanctions, denial, or watch lists are not permitted.

### **4.3 Prohibition of Corruption & Bribery**

The supplier shall not directly or indirectly engage in, advocate or condone bribery or corruption of any kind whatsoever. The supplier shall not offer or accept any improper advantage from any third party, whether from the private or public sector, for the purpose of obtaining or retaining business or any form of preferential treatment. An "advantage" in this sense includes not only cash, but also employment opportunities, benefits, travel, facilitation payments, the promise of assumption of debt or unlawful gifts and hospitality.

### **4.4 Anti-Money Laundering**

The supplier shall not engage in any activity which could give rise to supporting money laundering, including but not limited to cash transactions.

### **4.5 Prevention of Facilitation of Tax Evasion**

The supplier shall not engage in any activity, practice or conduct that would constitute a criminal offence of facilitating tax evasion under the law "Geldwäschegesetz" of the Federal Republic of Germany, the UK Criminal Finances Act 2017, or any other relevant law designed to prevent the facilitation of tax evasion.

### **4.6 Gifts & Hospitality**

The supplier must not misuse invitations and gifts to influence.

We discourage suppliers from accepting or giving gifts or hospitality, but will accept that the occasional modest giving and accepting of gifts and hospitality may be a legitimate contribution to good business relationships. The Supplier shall have processes in place to record all (and where applicable to approve) gifts and hospitality received or offered. The Supplier shall not offer or receive gifts or hospitality that could:

- influence or be perceived as capable of influencing the outcome of transactions or decisions relating to us;

- amount to or cause the recipient or giver to commit a criminal offence; or
- cause offence to others or damage the reputation of Menck or Acteon.

## 4.7 Avoidance of Conflicts of Interest

The supplier acts openly and transparently to demonstrate that it is an honest and reliable partner. In addition, the supplier shall conduct its business in a manner that avoids situations where private, financial or other external interests are in conflict with the employee's professional responsibilities. If an employee of Menck has a personal interest of any kind in the supplier's business or has any business dealings with the supplier, this must be reported to us in writing immediately.

## 4.8 Protection against Manipulation and Illegal Cargo

The supplier must define, implement, and regularly monitor effective security measures. These measures must ensure that outgoing shipments are protected against tampering and that no undeclared or illegal cargo is included in deliveries. This includes drugs, explosives, biological hazards, contraband, and false or incomplete quantity and value declarations. The supplier shall ensure that all relevant employees are trained and consistently comply with these requirements.

# 5 Information Protection

The supplier shall protect all information from unauthorised access, alteration, loss, destruction or disclosure, regardless of whether it is commercial, technical, confidential or personal.

To this end, the supplier shall implement appropriate technical and organisational measures (TOMs) that ensure the protection objectives of confidentiality, integrity and availability. The measures required for this purpose shall be specified in writing, implemented and maintained.

The supplier shall respect confidential information and intellectual property rights by protecting them in accordance with the relevant legal provisions and the provisions of the contractual agreements (such as non-disclosure agreements – NDAs) with Menck.

In the event of any conflict between laws, contractual provisions and this Supplier Code of Conduct, the provision offering the most comprehensive protection shall always apply.

## 5.1 Data Protection (Protection of Personal Data)

The supplier shall protect personal data against misuse, loss, unauthorized access, and destruction. Personal data may only be used for permissible purposes and must be stored securely and deleted or destroyed after the required retention periods have expired. If personal data is entrusted to the supplier, the supplier must comply with all legal and contractual data protection requirements. The supplier must provide information about this in writing if requested to do so by Menck or an official body.

## 5.2 Information Security

The supplier shall ensure that access, as well as access rights are clearly regulated and that only authorized persons have access to sensitive information and IT systems. This requires, among other things:

### Organisational measures:

- Clear roles and authorisation concepts
- Appointment of responsible persons
- Training of employees on information security
- Clearly documented processes (e.g. backup procedures)
- Regular review of security measures

### Technical measures:

- Access control and security systems (e.g. securing the company premises, locking system, alarm system, security service, etc.)

### IT security measures:

- Set up user accounts with tiered access rights
- Use strong passwords and change them regularly
- Provide regular training on IT security risks such as phishing and malware
- Use antivirus and security software at all times
- Keep software versions, operating systems and security updates up to date
- Defined guidelines for storing, retaining and deleting information
- Concepts for security updates, emergency plans and data recovery
- Regular risk analyses of the IT systems used and testing of recovery capabilities
- Immediate notification of security incidents or data breaches to us in writing

If the supplier engages external IT service providers, all security and recovery requirements must be agreed in writing and their implementation must be regularly reviewed. It must also be stipulated that security incidents must be reported immediately.

### Verifiability:

A supplier must be able to provide documented evidence of its data security measures, for example through:

- Written process descriptions
- ISO certifications (e.g., ISO/IEC 27001)
- Security audits

- END -