



The Retail Innovators

GK Partner

Code of Conduct

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Preamble

With this GK Partner Code of Conduct we document our values and ethical principles, the implementation of and compliance with which is a prerequisite for establishing and maintaining business relationships between companies of the GK Software Group and their partners.

We consider these business relationships to be an important and necessary part of our value creation and a key foundation for our future success. The following provisions prepare the ground for our business cooperation. We are indebted to our partners for their compliance, now and in the future.

In the following, the term "**GK**" includes all companies of the GK Software Group, i.e. GK Software SE as well as all its subsidiaries as a whole and individually.

In the following, the term "**partner**" includes all suppliers and service providers who are directly involved in the conception, design, development, documentation, production, quality assurance, marketing, sales, hosting, provision, transfer, implementation, maintenance, improvement and security of our goods and services at GK or third parties designated by us (e.g., customers) or who indirectly make a significant contribution thereto.

In the following, the term "**employees**" includes all persons employed by our partners; this also includes temporary employees, contract workers, interns and trainees.

The terms "**subcontractor**" and "**sub-partner**" refer to all commercial enterprises and other institutions along the supply chain which, on behalf of our partner in order to fulfill the partnership, provide services to our partner, to GK or to third parties named by us.

All services performed by partners or their sub-partners for or on behalf of a GK company shall at all times be in compliance with this Partner Code of Conduct and all applicable laws, rules, regulations and policies. Furthermore, within the framework of our partnership, we expect the regulations and principles laid down in this Code of Conduct to be passed on by our partners to their participating employees and sub-partners.

It is a matter of importance to us, also on behalf of our investors and customers, to inform you herewith that any (partial) rejection or disregard of these rules may lead to the termination of the business relationship between you and GK.

Subsidiaries of GK Software SE also have the option of applying their own Partner Codes of Conduct. The provisions set out in this GK Partner Code of Conduct are the minimum standard from which deviations are only permitted in favor of stricter regulations.

We reserve the right to make editorial changes at any time that do not alter the scope or substance of this GK Partner Code of Conduct. We will not advise our partners of these separately.

To improve readability, the male form is generally used for groups of persons that include members of all sexes in this Partner Code of Conduct. This designation has been chosen for reasons of linguistic simplicity and clarity. This is not intended to discriminate against persons of other sexualities.

1 Compliance with laws, rules and regulations

As a partner of GK, you agree that all business conducted on behalf of or in the name of GK must be conducted in accordance with applicable laws, rules, regulations and policies.

If customs, laws, or other rules in a country in which GK operates should differ from the provisions of this Partner Code of Conduct, the stricter provisions in each case must always be observed.

National and regional laws and directives may provide for supplementary provisions to this Partner Code of Conduct in order to regulate particularities. This Partner Code of Conduct shall not be interpreted and used in conflict with these standards.

1.1 Anti-corruption regulations

The partners of GK shall not give, authorize or cause any bribe, kickback, payment of money or transfer of anything of value to be given to anyone, including any official, employee or agent of any government or public or international organization or any other third party in the public or private sector, for the purpose of obtaining or retaining business or favorably influencing any business decision related in any way to GK.

This includes giving money or anything of value to any person where there is reason to believe that a transfer will be made for that purpose to a government official or the decision-maker of a customer or potential customer's company, as well as manipulating elections through technical measures or deliberately spreading misinformation.

As a GK Partner, you agree to comply with all internationally and locally applicable anti-corruption laws. We expect you to act with due discretion and care to ensure that any expenses given to or received by a GK employee are in the ordinary and proper course of business and cannot be construed as a bribe or improper inducement.

1.2 Antitrust and competition regulations

GK supports fair and open competition in the world's markets. Given this, the applicable competition laws and regulations must be observed, particularly with regard to prohibited agreements between competitors and the abuse of a dominant position.

As a partner of GK, you will always take into account all applicable antitrust and competition regulations.

1.3 Import and export regulations, sanctions

The export and import control laws and sanctions regulations of various countries govern the cross-border exchange of goods and services, including making available software and other licensed products.

As a partner of GK, you will comply with the applicable import and export regulations and the applicable sanctions.

2 Security and confidentiality of data and information

The creation of information processing systems is a core element of GK's activity. Therefore, the professional and confidential handling of information and the protection of personal data are of great importance for a successful partnership with us. We expect all partners to be equally committed to this and to accept the following provisions as a minimum standard.

2.1 Handling of confidential information

Unpublished information of commercial value to GK may constitute trade secrets. The company and trade secrets of GK are to be protected by our partners and their employees and are to be treated confidentially at all times. This also applies to such information that has been entrusted to GK by third parties, in particular by customers or other suppliers. Unauthorized disclosure, duplication or use of such information for other purposes is prohibited.

In particular, it is prohibited for you as a partner and your employees to exchange information relating to GK or our customers with media representatives without prior approval.

Strict confidentiality is to be maintained to a particular extent and without separate notification regarding data pertaining to our customers, our sales and marketing strategy and the development work of GK, its structures, technology, tasks, concepts, prototypes and results. All this must be protected against unauthorized access by appropriate technical and organizational measures. All employees of our partners must ensure that, in particular, source codes, internal documentation, and software tools relating to GK developments are not accessible to third parties without permission.

All employees of our partners involved in the partnership must comply with these confidentiality provisions even after they have stopped working for our partners. Our partners shall agree on suitable provisions for this purpose.

Separate agreements on secrecy and confidentiality of information as well as on information security may regulate this in more detail and must be taken into account.

2.2 Data protection

Our partners and their employees must at all times comply with the principles agreed with GK for the protection and security of the data pertaining to employees, business partners, investors, and consumers. In any event, the necessary care must be taken by our partners within the framework of the respective task in order to protect personal data.

Further details in this regard may be regulated by individual contractual provisions.

2.3 Securities and insider trading laws

Some of the GK companies are listed companies whose securities are in part publicly traded. Therefore, as part of the business relationship, GK requires that you, as a partner, comply with applicable insider trading and securities laws that apply to transactions in securities of these GK companies. Securities include common stocks, bonds, options, futures and other financial instruments. If you receive access to material, non-public information as part of your partnership with GK, that information may not be used to trade in the securities of GK or any other company to which the information relates. This applies to any person who has access to this information as a result of the partnership. In addition, you may not take any other action to take advantage of material information or to disclose it to others until a reasonable time after the information is fully disclosed.

Material information includes any information that a reasonable investor would consider important in making a decision to buy, hold or sell securities. Such information may include financial and key business data, merger, acquisition or divestiture discussions, the award or information related to the cancellation of a major contract, changes in key management personnel, forecasts of unexpected financial results, significant litigation, or the gain or loss of a major customer or partner.

As our partner, you must take technical and organizational measures to ensure the confidentiality and legally compliant handling of the described material information accordingly.

3 Working conditions

As our partner, you have an obligation to uphold human rights and treat your workers with dignity and respect, as understood by the international community. This includes in particular, but is not limited to:

- UN General Assembly Resolution No. 217 A (III) of December 10, 1948,
- the Covenant on Civil and Political Rights of December 19, 1966,
- the International Covenant on Economic, Social and Cultural Rights of December 19, 1966, and
- all UN conventions for the protection of individual human rights.

3.1 Respect for human dignity

No one shall be threatened with or subjected to harsh and inhumane treatment by our partners. This includes any form of physical or psychological violence, including sexual harassment, sexual abuse, psychological or physical coercion or abuse, and administration of mind-altering or performance-enhancing substances.

3.2 Rejecting forced and slave labor

GK rejects all forms of forced and slave labor. As our partner, you respect this principle. No person may be forced by you, either directly or indirectly by means of violence, intimidation, or other exploitation of a plight, to perform work. Employees are only to be employed if they have voluntarily made themselves available to do so.

Employees of our partners must have the opportunity to leave the company upon reasonable notice and at their own request. In particular, our partners are not permitted to withhold their employees' travel and identification documents as a condition of employment.

3.3 Rejecting child labor

In accordance with ILO conventions, child labor may not be used at any stage of production. The term "child" refers to any person employed in the country below the locally applicable minimum age for commercial employment or below the age for the end of compulsory education, whichever is higher.

In any event, our partners shall take appropriate measures to unconditionally prevent any negative impact on the education and training of young employees who have not yet reached the age of 18. These workers shall also be exempt from hazardous work and night shifts.

3.4 Working hours

The working hours of employees employed by partners of GK may not exceed the locally regulated statutory maximum limits and other provisions.

As far as there are no legal regulations in this respect, our partners must avoid a permanent workload of more than 48 working hours per week and must in any case allow regular breaks for rest. Statutory rest days must be observed. Every employee of our partners has the right to at least one day off after six consecutive working days.

3.5 Wages and benefits

Wages and salaries paid by our partners to their employees must comply with prevailing wage laws, including minimum wage, overtime and mandated benefit laws.

All wages and salaries shall be paid on time and in full; this includes social benefits and insurance contributions required by law.

3.6 Prohibition of discrimination

Our partners shall provide an employment and business environment that is free from harassment and discrimination.

Our partners may therefore in particular not discriminate on the basis of

- national, ethnic or social origin,
- age,
- gender,
- race,
- skin color,
- disability,
- other physical or genetic characteristics,
- caste,
- health status,
- political conviction,
- ideology,
- religion,
- pregnancy,
- sexual orientation,
- household composition,
- civil status or
- trade union membership

when hiring and in employment practices such as promotions, rewards, and access to training.

In addition, employees or potential employees should not be subjected to medical tests that could be used for discriminatory purposes.

The personal dignity, privacy and personal rights of each individual must always be respected.

3.7 Freedom of association

As a partner of GK, you respect the right to freedom of association. You grant your employees the right to assemble in accordance with applicable laws and other regulations and to form or join employee representative bodies and trade unions.

Employees should also have the opportunity to decide on wage and job issues through collective bargaining. In doing so, as a partner of GK, you must respect open communication with your employees and at no time expose them to reprisals, intimidation or harassment in this context.

3.8 Health and safety

As our partner, you understand that a safe and healthy work environment improves the quality of products and services, the continuity of production, and employee morale. Our partners also recognize that systematic employee involvement and training is key to identifying and resolving health and safety issues in the workplace. These aspects promote the quality of our partnership and are therefore of great importance to GK.

As a partner of GK, you must therefore comply with the respective legally applicable emergency, occupational safety and fire protection regulations as well as statutory hygiene, health and safety regulations of the industry concerned and must prevent employees from being exposed to potential safety risks. You shall ensure that these are preventively kept under control through proper design, technical and organizational measures and instructions, regular and preventive inspections and maintenance, and safe work practices.

If hazards to health or safety cannot be adequately limited in this way, the employees concerned must be demonstrably informed of these hazards by you as our partner and provided with suitable personal protective equipment.

Our partners' employees must be able to express safety concerns freely and demonstrably without fear of reprisal, intimidation or harassment.

3.9 Reporting

All necessary reporting and documentation obligations for the observance of human rights that exist or may arise in the context of the partnership are to be rendered by our partners insofar as they fall within their area of activity or responsibility.

Upon request by GK, our partners are obliged to inform us immediately about their existing or foreseeable risks to human rights compliance.

4 Business conduct

GK expects its partners and their employees to behave with fairness and integrity towards third parties at all times. Partner employees involved in the distribution of products and services and in the negotiation of agreements and contracts with or for GK must ensure that all statements, communications and representations made to GK and to third parties are accurate and truthful.

4.1 Financial integrity

Accurate and reliable financial and business records are critical to meeting GK's financial, legal and business obligations.

Our partners must therefore never make or transmit false or inaccurate entries in the books or records relating to GK, either knowingly or in disregard of the care customary in business transactions.

Our partners are required to retain business records related to GK in accordance with local business record retention policies and all other applicable laws and regulations. Digital copies of business documents relevant to billing must be sent to GK immediately upon request.

4.2 Conflicts of interest

GK expects its partners and their employees to strictly avoid conflicts of interest and to refrain from behavior that favors such conflicts. The term "conflict of interest" means any circumstance that may cast doubt on the partner's ability to act with complete objectivity in providing products and services to or on behalf of GK. A conflict of interest also exists when the partner has a choice to act in their personal interest (financially or otherwise) or in the interest of GK.

5 Sustainability and environment

Use of resources that is not sustainable takes place at the expense of future generations. Our partners recognize this and therefore take technical and organizational measures to use resources not only economically but also ecologically efficiently and sparingly. In doing so, negative impacts to the community and environment must be minimized while protecting health and public safety.

With this in mind, our partners also work to reduce or eliminate waste of all kinds. Where the generation of waste cannot be avoided, all waste streams shall be managed and controlled by our partners in accordance with applicable laws and regulations and in an environmentally sound and safe manner.

5.1 Procedural requirements

Any service provided by our partners is always subject to obtaining and complying with all necessary environmental permits and registrations. Regulations on the handling, storage, labeling and disposal of hazardous substances must always be observed.

5.2 Reporting

All necessary sustainability reporting and documentation obligations that exist or may arise in the context of our partnership are to be rendered by our partners insofar as they fall within their scope of activity or responsibility.

Our partners are obliged to provide information on their sustainability concepts and measures immediately upon request by GK.

6 Compliance with this GK Partner Code of Conduct

Our business partners undertake to issue appropriate guidelines or directives that ensure conduct in accordance with this Code of Conduct. Compliance with the rules shall be monitored using suitable and permissible technical and organizational measures.

6.1 Sub-partners and supply chains

Insofar as our partners make use of a third party (sub-partner) to fulfill their performance within the scope of our business relationships, they shall ensure compliance with the provisions of this GK Partner Code of Conduct along the entire downstream supply chain by means of appropriate technical, organizational and contractual measures and checks. The provisions are to be seen as a minimum standard from which deviations can be made in favor of stricter provisions.

Our partners are obligated to disclose to GK, upon its request, those supply chains that are directly related to the partnership. GK will not use the disclosed information for its own economic benefit.

6.2 Contact

If you have any questions about this GK Partner Code of Conduct, please contact us by email, stating your name and company:

compliance@gk-software.com

6.3 Anonymous reporting system

GK maintains a coded reporting system that allows anyone to submit tips about conduct and actions that violate laws or regulations and have an actual or potential negative impact on human rights or the environment. This can be done via various channels and also anonymously. However, deliberate misreporting may give rise to claims for damages on the part of GK.

As our partner, you will inform your employees and sub-partners who are involved about this possibility.

Reporting system:

<https://gkgroup.integrityline.com>

The data provided will be treated as strictly confidential and will only be processed as part of the review necessary to identify appropriate remedial action.

An assertion of defects from our products or services cannot be effectively made via this platform.

6.4 Cooperation and checks

GK has a duty to its investors, business partners, employees and society to take appropriate measures to monitor compliance with this GK Partner Code of Conduct. Our partners' compliance with these regulations is therefore crucial to the continuation and success of the business relationship.

As a partner, you agree to immediately disclose to GK all relevant information, data and documents should you or GK become aware of any indications that could give rise to the appearance of illegal or irregular conduct. This applies in particular to violations of this GK Partner Code of Conduct and our other contractual agreements.

We reserve the right to carry out checks (audits) at our partners' premises. In addition, further checks (e.g. relating to information security and data protection) can be opened up in separate agreements. These checks, with which we seek to support our partners in being and remaining compliant with the provisions agreed here, are aimed at identifying, correcting and preventing misconduct.

6.4.1 Compliance pre-audits

can take place at the beginning of the partnership and serve as sanction control and money laundering prevention by GK. Our partners declare as of now their full willingness to cooperate in this regard.

6.4.2 Compliance audits

to monitor compliance with this GK Partner Code of Conduct may occur at any time and without notice. However, such checks are only carried out on an ad hoc or risk-related basis and can also be carried out on site at our partners' premises. Our partners declare as of now their full willingness to cooperate in this regard.

6.4.3 Human rights and sustainability audits

to monitor compliance with all working conditions and sustainability requirements arising from our partnership are used to identify activities with actual or potential negative impacts on human rights or the environment that are carried out within the framework of the partnership. The checks lead to the creation of a plan of actionable measures to avoid, mitigate, remedy, or minimize these impacts.

These are carried out in coordination with our partners or as warranted. For this purpose, GK can also commission third parties that are recognized for sustainability auditing. Our partners declare as of now their fundamental agreement and full willingness to cooperate in this regard.

7 Consequences of a violation

If a violation of this GK Partner Code of Conduct is identified, GK will work with the partner to agree upon corrective actions that must be implemented within an agreed timeframe.

If all corrective measures taken by our partner remain unsuccessful, whether due to a lack of willingness or to inability, GK reserves the right to terminate the partnership or to allow the exchange of services to expire.