



JOHANNITER

Code of Conduct for Suppliers of JUH e.V. [English]

Code of Conduct

for

Suppliers

of

Johanniter-Unfall-Hilfe e. V.

(Version dated 04 December 2023)



Code of Conduct for Suppliers of JUH e.V. [English]

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Introduction

Johanniter-Unfall-Hilfe (JUH) has been successfully involved in a wide range of social and charitable activities for more than seventy years. JUH's central guiding principle is the principle of active charity. It is thus in the tradition of the Protestant Order of St John, which has been dedicated to helping sick and needy people for centuries; JUH is a humanitarian organisation affiliated with the Protestant Order of St John.

Today, JUH is one of the largest aid organisations in Europe and at the same time an important company in the social economy. The observance of high social, ecological and ethical standards and compliance with them is therefore of particular relevance to JUH. We are convinced that responsible behaviour and fair business practices that take sustainability principles into account serve both individuals and society. As we at Johanniter are constantly endeavouring to further develop our own standards, we also expect our suppliers to behave accordingly.

This code of conduct specifies Johanniter's expectations of its suppliers to act in a socially, ecologically and ethically responsible manner. In the event that suppliers also operate internationally and are therefore subject to different legal systems, this code of conduct contains minimum requirements that suppliers must fulfil in order to be able to enter into a business relationship with Johanniter. To fulfil these requirements, it is also necessary for suppliers to pass on the provisions of this code of conduct in their respective supply chains.

The validity of the following regulations is agreed with effect for future cooperation. This agreement shall form the basis for all contracts for services and deliveries. The suppliers undertake to fulfil the principles and requirements of this code of conduct and to contractually require their suppliers to comply with the standards and regulations set out in this document.

Johanniter reserves the right to check whether the defined standards of this code of conduct are complied with by suppliers by having them submit certificates and conduct appropriate audits as part of a self-assessment (see Clause 3 for details).

If suppliers do not fulfil the expectations stipulated in this agreement, it may be the reason and cause for Johanniter to re-evaluate the existing business relationships, including all associated supply contracts. The principles formulated in this code of conduct are therefore an important component in the selection and evaluation of suppliers.



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1. Scope of application

This code of conduct applies to all suppliers of Johanniter-Unfall-Hilfe e.V. and its subsidiaries (hereinafter referred to as "Johanniter").

2. Requirements for suppliers

Johanniter expects its suppliers to comply with applicable national and international laws, regulations and conventions as well as the principles of this code of conduct. This code of conduct is based, among other things, on the provisions of the German Supply Chain Due Diligence Act (LkSG), the United Nations Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the International Labour Standards (ILO) Declaration on Fundamental Principles and Rights at Work, and the principles of the United Nations Global Compact.

2.1 Social responsibility (social standards)

Suppliers of Johanniter must respect human rights in their company and treat their employees fairly and respectfully. In this regard, the following principles must be observed:

2.1.1 Prohibition of child labour

Johanniter's suppliers are strictly prohibited from using children for labour. The definition of child labour is based on the core labour standards of the International Labour Organization (ILO) – Convention 138 and the principles of the UN Global Compact. Suppliers are therefore required to adhere to the ILO's recommendation on the minimum age for the employment of children. According to this recommendation, children may not be employed before reaching the locally applicable compulsory school age, and not before the age of 15. If a supplier discovers that a child is working in their company, they must immediately take remedial measures that are in the best interests of the child and document these accordingly. The most serious forms of child labour are based on ILO Convention No. 182 (slavery, child trafficking, forced and compulsory labour, prostitution, etc.) applying to children under the age of 18 and may not be practised due to their particular harmfulness to the health, safety or morals of children. The rights of young working people are therefore particularly worthy of protection.

2.1.2 Prohibition of forced labour

Suppliers shall not use forced labour, forms of slavery, slavery-like practices, or human trafficking. All labour must be voluntary and without threat of punishment. Furthermore, there must be no unacceptable treatment of employees, such as punishment, psychological hardship or coercion, sexual and personal harassment, and humiliation. Disciplinary measures in response to conduct in breach of contract must be presented to employees in a transparent manner with reference to the specific



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breach of duty. Any form of slavery is incompatible with the ethical principles of Johanniter. Therefore, all suppliers and their subcontractors are expected to oppose all forms of slavery and child labour.

2.1.3 Protection of employees

We expect suppliers to treat their employees fairly, comply with applicable occupational health and safety regulations and provide a safe and healthy working environment to adequately protect their employees from chemical, physical and biological hazards. By applying appropriate safety standards, suitable preventive measures are taken to minimise health and occupational safety risks that may arise in connection with the job or activity. This includes a regular assessment of risks and the implementation of hazard prevention measures. In addition, suppliers must provide their employees with suitable personal protective equipment (PPE) if necessary, inform them about health and safety standards and provide appropriate and regular training. Appropriate measures must be taken to prevent excessive physical or mental fatigue. The minimum requirements for a healthy working environment include clean sanitary facilities and access to sufficient quantities of drinking water.

2.1.4 Remuneration and working hours

Suppliers shall pay appropriate remuneration for regular working hours and overtime. The wage must correspond to the national statutory minimum wage and the applicable collective labour agreements and be in accordance with ILO standards. The remuneration should enable employees to enjoy a reasonable standard of living and, in particular, to cover the costs of their normal living expenses. Deductions from wages as a disciplinary measure are not permitted. Suppliers shall inform employees clearly and in detail about the composition of their remuneration. Suppliers are also expected to promote equal pay for work of equal value. Suppliers must comply with all applicable national laws and binding ILO standards on working hours, including overtime, breaks and paid holidays.

2.1.5 Freedom of association

Suppliers shall respect the right of their employees to freely organise or join trade unions in accordance with the applicable law of the place of employment. Freedom of association also includes the right to form an employee representative body and a works council (or employee representative) as well as the right to strike and the right to collective bargaining. Suppliers encourage open communication with employees regarding the employment relationship. Employees must not be discriminated against for forming, joining or being a member of a trade union so that they can perform their duties without fear of intimidation or retaliation. If the aforementioned rights are restricted due to local laws, suppliers must provide alternatives for autonomous and free association of employees for the purpose of collective bargaining.



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2.1.6 Prohibition of discrimination

Suppliers must ensure that all employees are treated equally as a fundamental principle of their corporate policy. Any form of discrimination is prohibited and will not be tolerated unless it is justified by the requirements of employment. This applies in particular to unequal treatment on the basis of gender, skin colour, national and ethnic origin, social background, health status, disability, sexual orientation, age, pregnancy, political opinion, religion or ideology. The prohibition of discrimination also includes the payment of unequal remuneration for work of equal value. The personal rights of every employee are honoured and respected. Suppliers are encouraged to create an inclusive working environment and to take diversity into account when selecting employees.

2.1.7 Prohibition of security forces that violate human rights

The hiring or use of private or public security forces to protect the company or a business project is prohibited if, in the course of their deployment, persons are tortured, treated cruelly, inhumanely or degradingly or injured and/or the freedom of association and union is impaired as a result.

2.1.8 Reporting violations

Johanniter suppliers are expected to give all employees and subcontractors the opportunity to report possible violations of laws or internal standards without fear of reprisal.

2.2 Ecological responsibility (environmental standards)

Suppliers must act in an ecologically responsible and resource-efficient manner within their companies. This obligation is specified in concrete terms by the following principles.

2.2.1 Preservation of natural resources

Suppliers are prohibited from causing harmful soil changes, water and air pollution, harmful noise emissions or excessive water consumption if this significantly impairs the natural basis for the preservation and production of food, prevents people from having access to clean drinking water or sanitary facilities or harms people's health. Suppliers are also prohibited from unlawfully (including by force) clearing and/or unlawfully removing land, forests and waters whose use secures a person's natural livelihood. Johanniter expects suppliers to take responsibility for the local communities in which they operate by showing consideration for local residents and ensuring healthy and safe living conditions.

2.2.2 Handling of conflict minerals

Suppliers must ensure that their products and those supplied to Johanniter do not contain any conflict minerals (tin, tantalum, tungsten, gold) that are mined or extracted in conflict regions and/or high-risk areas. When procuring minerals and



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materials, suppliers must therefore comply with the requirements of the EU Conflict Minerals Regulation and the guidelines of the Organisation for Economic Cooperation and Development (OECD) as well as the resulting due diligence obligations in order to prevent human rights violations or similar negative effects.

2.2.3 Handling of mercury, chemicals and waste

When handling mercury, suppliers must comply with the regulations of the Minamata Convention of 10 October 2013 in its current version. This means that, in particular, the phase-out dates (bans) for the manufacture, use, import and export of mercury-added products specified therein must be observed.

When handling chemicals, suppliers must observe the prohibitions of the Stockholm Convention on Persistent Organic Pollutants (POPs) of 23 May 2001 in its current version. This means that, in particular, chemicals or other pollutants that pose a risk when released must be handled in such a way that protects human health and the environment and does not jeopardise them. This includes the environmentally safe handling, transport, storage and disposal of waste.

When exporting hazardous waste, suppliers must comply with the prohibitions of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 in its current version. This especially means that the import and export regulations for hazardous waste specified therein must be complied with.

2.2.4 Resource and climate protection

Suppliers must use natural resources (e.g. water, energy, raw materials) sparingly throughout the entire production process. This includes a functioning circular economy, such as material reduction, reuse, reselling, reprocessing and recycling. Suppliers shall be committed to the development and use of environmentally and climate-friendly products, processes and technologies and shall be guided by the principles of the EMAS Regulation on the voluntary participation by organisations in a Community eco-management and audit scheme (EC Eco-Management and Audit Scheme Regulation) and the ISO 14001:2015 standard (international environmental management standard). Suppliers must ensure ongoing environmental improvements and provide evidence of these where required. Among other areas, this includes the reduction of (noise) emissions in the atmosphere, the reduction of raw material and energy consumption and the reduction of wastewater, with the help of clear guidelines and concepts.



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2.3 Ethical business behaviour (governance standards)

Suppliers must act ethically and with integrity in order to fulfil their social responsibility. The following principles apply:

2.3.1 Corruption and bribery

Suppliers shall prohibit all forms of corruption, bribery, extortion and embezzlement within their organisations and shall apply the highest standards of integrity in all business activities. Johanniter expects its suppliers to have "zero tolerance" for corruption and to commit to complying with all applicable national and international anti-corruption laws and industry standards to combat corruption. In particular, suppliers must not offer, grant or accept money or other benefits in business dealings with business partners or public officials in order to obtain preferential treatment or a favourable decision in the private or public sector. This also applies to "facilitation payments", in which small payments are made to public officials with the aim of accelerating or facilitating the performance of a routine official act.

2.3.2 Gifts and hospitality

Suppliers must ensure that gifts or hospitality are not used to unduly influence a business relationship. Gifts are permitted only if they do not involve cash, are in line with local business practices, are of negligible financial value and do not violate applicable laws or regulations. The same applies to hospitality.

2.3.3 Money laundering

Suppliers must comply with all applicable national and international anti-money laundering laws and take all measures to prevent money laundering within their sphere of influence.

2.3.4 Fair competition

Suppliers must compete fairly and conduct their business in accordance with applicable antitrust laws.

2.3.5 Data protection and information security

Suppliers must comply with applicable national and international data protection laws when processing personal data and have appropriate organisational structures in place to ensure the confidentiality, integrity and availability (protection objectives) of personal data and information. Johanniter expects its suppliers to take the necessary measures to protect personal data and information and to be able to provide evidence of this if required.

In particular, the supplier must monitor compliance with the protection objectives, provide sufficient personnel, organisational and financial resources for this purpose and reduce risks to an acceptable level by taking appropriate measures.



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2.3.6 Business secrets

Suppliers must manage confidential information appropriately and protect it against unauthorised access and use. Suppliers shall require their employees to protect business secrets. Confidential information and confidential documents of Johanniter must not be disclosed to third parties or otherwise made accessible to the outside world.

2.3.7 Intellectual property

Suppliers must ensure that intellectual property rights of their own employees and business partners (e.g. industrial property rights, copyrights and related rights) are respected and protected to the extent necessary.

2.3.8 Trade regulations

Suppliers must comply with the national and international import and export control laws as well as trade and customs laws applicable to their business and provide customs and other authorities with the relevant information if required.

2.3.9 Conflicts of interest

Suppliers – including service providers such as lawyers – shall ensure that there is no conflict of interest between them and Johanniter. A conflict of interest exists if a supplier/service provider advises or represents two clients in the same matter/case with conflicting interests. Likewise, a conflict of interest exists if a supplier employs a Johanniter employee. Suppliers/service providers shall inform Johanniter immediately if a conflict of interest becomes apparent. This also applies in the event that a Johanniter employee has a relationship with the supplier other than an employment relationship.

2.3.10 Legally compliant behaviour

Suppliers must identify and comply with all national, international and local laws and standards. Suppliers must also obtain and maintain all necessary permits, certificates and licences.

2.3.11 Risk management

Suppliers shall have appropriate procedures in place to identify and manage risks in all areas identified by this document.

2.3.12 Training programmes

Suppliers shall provide their managers and employees with an understanding of the principles of this code of conduct and the applicable legal requirements and recognised standards, for example through training programmes.



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2.3.13 Communication

Suppliers must also implement the principles set out in this code of conduct in their own supply chains. Suppliers are therefore expected to communicate and address the principles of this code of conduct to their employees, subcontractors and other suppliers.

3. Verifying compliance with the code of conduct and procedures in the event of violations

Johanniter expects its suppliers to identify risks within their supply chains and to establish and implement appropriate measures for the purpose of preventing, minimising or eliminating risks in all their relevant business processes. In this context, suppliers must inform Johanniter promptly and regularly about identified violations and risks and about the preventive and remedial measures taken.

Johanniter may verify suppliers' compliance with the standards and regulations specified in this code of conduct by having them submit **a self-disclosure** in the form of a questionnaire, submit corresponding certificates and, if necessary, through corresponding audits and on-site visits.

Suppliers agree that Johanniter or an auditor designated by them in individual cases may conduct the aforementioned **audits** on an ad hoc basis and/or once a year at the supplier's premises during normal business hours after reasonable advance notice. Within the scope of such an audit, Johanniter shall have the right to assure itself of the supplier's compliance with the guideline by means of random checks. The supplier undertakes to provide Johanniter with the necessary information upon request. The corresponding audits will then be conducted in accordance with the law and, in particular, in compliance with data protection requirements.

If Johanniter discovers a violation of the contents and requirements of this code of conduct on the part of a supplier, it will request the supplier to adapt its behaviour within a reasonable period of time in accordance with the rules and to initiate appropriate remedial measures. If the violation is such that it cannot be ended in the foreseeable future, the supplier must report this immediately and, together with Johanniter, draw up and implement a concept for ending/minimising the violation.

If the implementation of the measures developed in the concept does not lead to a remedy after the expiry of the period specified therein, the violation of a protected legal position or an environmental obligation is to be assessed as very serious and no other milder means are available and, in particular, an increase in the influence on the supplier concerned does not appear sufficient, Johanniter is entitled, as a last resort, to break off or terminate the business relationship with the supplier, including all associated supply contracts.



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4. Glossary

United Nations Universal Declaration of Human Rights¹

The Universal Declaration of Human Rights (UDHR) is a legally non-binding resolution of the United Nations General Assembly on human rights. It was proclaimed on 10 December 1948 in Paris.

United Nations Guiding Principles on Business and Human Rights²

The UN Guiding Principles on Business and Human Rights were adopted by the UN Human Rights Council on 16 June 2011. They represent a global instrument for the elimination and prevention of human rights violations in economic contexts.

International Labour Standards (ILO)³

The International Labour Organisation is a specialised agency of the United Nations; its mandate is to advance social justice and human and labour rights. This includes combating human trafficking.

United Nations Global Compact (UNGC)⁴

The Global Compact or United Nations Global Compact is a global pact that is concluded between companies and the UN to make globalisation more social and ecological.

Suppliers

Suppliers are all external companies commissioned by Johanniter to supply goods and/or services, as well as the agents or subcontractors of those companies.

Conflict minerals⁵

Conflict minerals is the term used by human rights groups to describe minerals and other natural resources that are cultivated or extracted in conflict or high-risk areas. In many cases, these substances are produced or extracted illegally and outside of state control, for example by rebels or militias. Systematic violations of human rights and international law are accepted for the extraction of conflict minerals. The term conflict minerals covers four chemical elements (tin, tantalum, tungsten and gold). These are often referred to as "3TG" after their initials.

EU Conflict Minerals Regulation⁶

¹ https://en.wikipedia.org/wiki/Universal_Declaration_of_Human_Rights

² https://en.wikipedia.org/wiki/United_Nations_Guiding_Principles_on_Business_and_Human_Rights

³ https://en.wikipedia.org/wiki/International_Labour_Organization

⁴ https://en.wikipedia.org/wiki/United_Nations_Global_Compact

⁵ https://en.wikipedia.org/wiki/Conflict_minerals_law

⁶ https://policy.trade.ec.europa.eu/development-and-sustainability/conflict-minerals-regulation/regulation-explained_en



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The EU Conflict Minerals Regulation came into force de jure on 01 January 2021. According to this regulation, EU importers of conflict minerals – tin, tantalum, tungsten, their ores, and gold (3TG) – are subject to extensive due diligence and verification obligations along the supply chain. These requirements are intended to curb the financing of violence and human rights violations in conflict and high-risk areas. The regulation stipulates that European importers of 3TG (tin, tantalum, tungsten, their ores, and gold) must have a risk management system in place when purchasing raw materials and that it is verified by a third-party audit. In Germany, the audit is conducted by the Federal Institute for Geosciences and Natural Resources (BGR). The EU Regulation is based on the due diligence guidelines of the OECD.

Minamata Convention⁷

The global Minamata Convention is a treaty under international law and aims to ensure the protection of human health and the environment from anthropogenic emissions and the release of mercury and mercury compounds into the air, water and soil. The agreement covers the entire life cycle of mercury – from primary mercury mining to the disposal of mercury waste.

The environmental agreement was signed by over 90 countries and the European Union in Minamata, Japan, on 10-10-2013 and came into force on 16 August 2017. Since 01 January 2028, the Convention has been implemented by the European Union's Mercury Regulation 2017/852.

Stockholm Convention⁸

The Stockholm Convention entered into force on 17 May 2004. 184 countries have ratified the agreement, thereby committing to comply with the regulations set out therein. This includes the obligation to draw up a plan for the fulfilment of their obligations under this convention, to update it regularly and to implement it.

“Persistent organic pollutants” (POPs) are chemical substances that remain in the environment for a long time after their release, are difficult to break down, accumulate in food chains, especially in fatty tissue, and thus eventually reach concentrations that can have harmful effects on human health and the environment.

Basel Convention⁹

Since 20 July 1995, Germany has been a signatory to the "Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal", adopted on 22 September 1989. Over 180 countries have now acceded to this environmental agreement. For the first time, it established globally applicable regulations on the admissibility, authorisation and control of exports of hazardous waste.

⁷ <https://minamataconvention.org/en/resources/minamata-convention-mercury-text-and-annexes>

⁸ <https://chm.pops.int/TheConvention/Overview/TextoftheConvention/tabid/2232/Default.aspx>

⁹ <https://www.basel.int/TheConvention/Overview/TextoftheConvention/tabid/1275/Default.aspx>



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Transboundary waste shipments require the consent of the exporting country, all transit countries and the importing country. In particular, this is intended to protect countries that do not have the necessary technical prerequisites for handling hazardous waste.

EMAS Ordinance¹⁰

EMAS is the abbreviation for the "Eco-Management and Audit Scheme". It is aimed at companies and other organisations that want to systematically improve energy and material efficiency, reduce harmful environmental impacts and environmental risks and increase their legal certainty.

The Eco-Management and Audit Scheme (EMAS), also known as the EU Eco-Management and Audit Scheme or Eco-Audit, was developed by the European Union and is a joint environmental management and audit scheme for organisations that want to improve their environmental performance. Regulation (EC) No. 1221/2009 emphasises the importance of businesses and economies taking responsibility for managing their direct and indirect environmental impacts. Registration includes all the requirements of ISO 14001, supplemented by additional requirements. Companies, service providers, administrations etc., but also other types of organisations, including supranational organisations, can be registered.

ISO 14001:2015¹¹

ISO 14001 is the globally accepted and applied standard for environmental management systems. The standard was published by the International Organisation for Standardisation in 1996 and was last revised in 2015.

Certification¹²

Certification is a procedure used to demonstrate compliance with certain requirements. Certification is a sub-process of conformity assessment. Certifications are often issued for a limited period of time by certification bodies such as DQS, TÜV, and DEKRA. Renewed certification is referred to as recertification.

¹⁰ <https://eur-lex.europa.eu/eli/reg/2009/1221/oj>
https://de.wikipedia.org/wiki/Eco_Management_and_Audit_Scheme

¹¹ <https://www.iso.org/obp/ui/#iso:std:iso:14001:ed-3:v1:en>

¹² <https://en.wikipedia.org/wiki/Certification>