

DyeMansion

Know-Your-Customer (KYC) Policy

Scope of this Policy

DyeMansion recognizes its social responsibility. All employees of DyeMansion bear responsibility towards their own company, towards customers and suppliers, towards the environment and towards society. Therefore, our actions should always be guided by the values and aims set forth in this policy. Please read the following policy thoroughly as it sets mandatory standards which are to be observed with respect to all business activities of DyeMansion.

Purpose of this Policy

DyeMansion does not wish to be associated with activities which it considers illegal or unethical. The objective of this Know-Your-Customer (KYC) policy ("Policy") is to prevent DyeMansion from unwillingly supporting activities which it considers illegal or unethical. For this purpose, we need to identify our suppliers, contractors, customers or other business partners ("Partner(s)") and require them to disclose their (intended) activities.

Exclusion or Observation of Partners

The annexed DyeMansion Policy on the Observation and Exclusion of Business Partners ("Banned Activities Policy") sets forth the activities which will or may lead DyeMansion to refuse to transact with a Partner. Employees are obligated to ensure that DyeMansion does not transact with Partners in conflict with the Banned Activities Policy by complying with the procedures set forth in this Policy.

KYC Processing

Prior to entering into a contract with a new Partner, the contact person will be provided with a quotation. Based on the customer's purchase order, the customer receives an order confirmation. Our quotations and order confirmations contain the following information:

"I have taken note of the DyeMansion General Terms and Conditions ("GTC") and the DyeMansion Policy on the Observation and Exclusion of Business Partners ("Policy"), which are available on our website (www.dyemansion.com) and declare the following:

- 1. The Partner acknowledges and agrees that the GTC will govern the business relationship and all future transactions except to the extent that deviating terms have been expressly agreed.
- 2. After due inquiry, the Partner hereby represents and warrants that the Partner and its Affiliated Parties (as defined in the Policy) are not engaged in, or associated with, and do not intend to become engaged in, any Banned Activities (as defined in the Policy), and further undertakes to comply with all terms of the Policy and to notify DyeMansion immediately if it should in future (intend to) become engaged in, or associated with, any Banned Activities.



Prior to the commencement of the business relationship, you must ensure that the Account Registration Form has been filled. The relationship with the Partner can only be entered into after the Account Registration Form has been truthfully filled out and signed with date and company stamp.

Follow-Up

On a random basis, or if the potential Partner, or the nature of the potential transaction, warrants this, you should independently review whether there is any reason to believe that the Partner is engaged in activities which lead to Exclusion or Observation under the terms of the Banned Activities Policy. If the Partner should refuse to execute the document or if the Partner should disclose any activities which are, or may be considered, within the scope of the Banned Activities Policy, you must promptly report this to your manager who will then decide on the next steps.

Similarly, even after the start of the business relationship, you must promptly report any facts or circumstances indicating that a Partner may be engaged in any activities which are, or may be considered, within the scope of the Banned Activities Policy, and which have not been disclosed to DyeMansion, you must promptly report this to your manager who will then decide on the next steps

Documentation

The documents are stored in the ERP system connected to the Partner and can be checked there going forward.

Version 1.1

February 2022



DyeMansion

Policy on the Observation and Exclusion of Business Partners ("Banned Activities Policy")

DyeMansion recognizes its social responsibility. DyeMansion will therefore refuse to do business ("<u>Exclusion</u>" or "<u>Excluded</u>") or may, based upon review of the individual circumstances of the case, refuse to do business ("**Observation**" or "**Observed**") with potential suppliers, contractors, customers or other business partners ("**Partner(s)**") based on the rules set forth herein.

Exclusion or Observation may either be entity, product or industry specific (Sec. A below) or based on the (intended) conduct (Sec. B below) of the Partner, its statutory officers, corporate affiliates and/or the statutory officers of its corporate affiliates (each an "Affiliated Party").

DyeMansion expects Partners who deliver products or services to DyeMansion ("Supplier(s)") to also ensure that, throughout the supply chain, no direct or indirect supplier has engaged in any activities banned under Sec. A or B (each a "Banned Activity") or other illegal or unethical activities in accordance with Sec. C below.

Before Partners enter into a transaction with DyeMansion, they will be expected to represent and warrant that the Partner and/or its Affiliated Parties are not engaged in any undisclosed Banned Activities, and

- If they are a Supplier, also that they have taken measures to reasonably ensure that, throughout the supply chain, no direct or indirect supplier has engaged in any Banned Activities in accordance with Sec. C below; or
- If they purchase from DyeMansion, also that they will not knowingly pass on products or technology provided by or for DyeMansion to any entity or person engaged in Banned Activities, and will take measures to reasonably ensure that products or technology provided by or for DyeMansion will not be used for any Banned Activities.

Activities specified in Sec. A below will lead to the Partner's Exclusion if they constitute the main business activity of the Partner or of the group of undertakings to which the Partner belongs, or if the products or services delivered by or to DyeMansion relate to, or are intended to be used for, such activities. In all other cases DyeMansion will decide whether or not to transact with the Partner after review of the individual circumstances of the case.

Activities specified in Sec. B below will lead to the Partner's Exclusion if they have been established by a final judgment or a final administrative decision and relate to the Partner or a person or entity directly or indirectly controlling the Partner or if they directly relate to the products or services delivered by or to DyeMansion. In all other cases DyeMansion will decide whether or not to transact with the Partner after review of the individual circumstances of the case.

Non-compliance with the requirements specified in Sec. C below with respect to any products delivered to DyeMansion may lead to termination of the business relationship with the Supplier after review of the individual circumstances of the case.



A. Entity, Product or Industry Specific Criteria for Exclusion

DyeMansion does not wish to do business with Partners

- who are subject to Sanctions or where transacting with the Partner would constitute violation of a Sanction, whereby "Sanction(s)" means embargoes or other restrictions imposed on certain types of transactions with targeted countries or persons, provided always that Sanctions which are imposed by states or institutions other than the UN, or the state in which the relevant DyeMansion entity is domiciled, will subject to the Partner to Observation whether DyeMansion's compliance with such Sanctions is in line with legal and ethical standards and permissible in accordance with any applicable anti-boycott rules.
- who are engaged in any of the following:
 - o production or distribution of tobacco or tobacco products;
 - o trading in weapons, nuclear technology or dual-use goods in violation of applicable laws and/or in contradiction to the rules or goals of international frameworks such as the Nuclear Non-Proliferation Treaty (NPT), the Chemical Weapons Convention (CWC), the Biological & Toxin Weapons Conventions (BTWC), the Missile Technology Control Regime (MTCR), the The Hague Code of Conduct against missile proliferation (HCoC), the Arms Trade Treaty (ATT), the Anti-Personnel Mine Ban Convention (APMBC), the UN Programme of Action on Small Arms (PoA), the UN Security Council Resolution 1540 (UNSCR 1540), the Proliferation Security Initiative (PSI), the Global Initiative to Combat Nuclear Terrorism (GICNT);
 - o activities (a) aiming at human cloning for reproductive purposes; (b) intended to modify the genetic heritage of human beings which could make such changes heritable; (c) intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

B. Conduct Related Criteria for Exclusion

DyeMansion does not wish to do business with Partners engaged in any of the following:

- grave professional misconduct or other wrongful conduct which has an impact on the Partner's
 professional credibility where such conduct denotes wrongful intent or gross negligence, which may
 include (a) fraudulent misrepresentations; (b) distorting competition; (c) infringing third party
 intellectual property rights;
- corruption or bribery, both with respect to officials and in the private sector, money laundering, subsidy fraud, embezzlement of public funds;
- forming criminal organizations, taking part in criminal organisations and/or financing or supporting criminal organizations;
- terrorist activities, inciting, aiding, abetting or attempting to commit, terrorist activities, and/or financing such activities;
- violation of minimum rights or minimum standards embodied in the UN Universal Declaration of Human Rights (UDHR), the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization (ILO), the UN International Convention on the Elimination of All Forms of Racial Discrimination (ICERD), the UN Convention on the Elimination of all Forms of



Discrimination Against Women (CEDAW), the UN Convention on the Rights of the Child (UNCRC), and/or the Ten Principles of the United Nations Global Compact;

- child labour as referred to in ILO Convention No. 138 (Minimum Age Convention, 1973) as well as ILO Convention No. 182 (Worst Forms of Child Labour Convention, 1999);
- trafficking in human beings, forced labour, restrictions on the right to form collective employee representation and collective bargaining;
- sourcing of minerals and other raw materials such as cobalt from conflict and high-risk areas in violation of the OECD Guiding Principles;
- intentional circumvention of fiscal, social or any other legal obligations under public law;
- activities causing severe environmental damage or the risk thereof;
- activities that on an aggregate level lead to unacceptable greenhouse gas emissions.

C. Supply Chain Compliance

DyeMansion expects Suppliers to ensure, that the sourcing, manufacturing, processing, delivery and quality assurance process for all deliveries to DyeMansion throughout the complete supply chain (i.e. all steps, domestically and abroad, required for the manufacturing of the products or provision of the services in question, beginning with the raw material extraction and ending with delivery to DyeMansion) take place (a) without any (i) breaches of applicable statutory laws; (ii) Banned Activities; and/or (iii) other human rights risks and/or environmental risks, and (b) in full compliance with all additional supplier requirements communicated by DyeMansion from time to time (the "Supply Chain Compliance Requirement(s)").

Suppliers must ensure compliance with the Supply Chain Compliance Requirements through contracts with their direct suppliers and by maintaining a compliance and risk management system which actively monitors compliance with the Supply Chain Compliance Requirements.

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