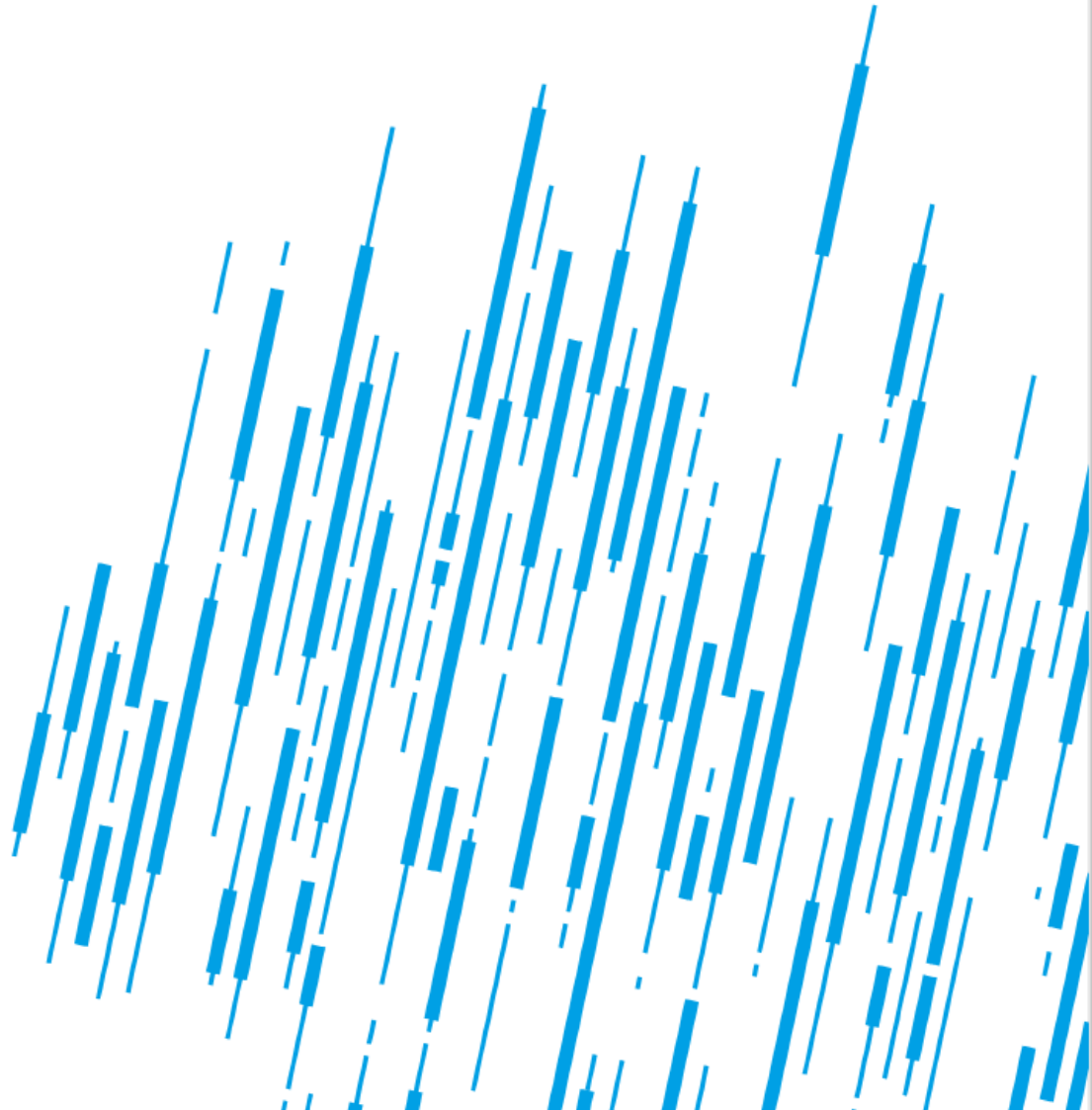


LEIPA

Code of Conduct for Suppliers



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Preface

The LEIPA group, consisting of LEIPA Group GmbH, LEIPA Georg Leinfelder GmbH, Leipa Logistik GmbH and MAD Recycling GmbH, as well as the shareholdings in which one of the aforementioned companies holds a majority interest (hereinafter collectively referred to as "LEIPA"), has established a strong position in the field of processing waste paper into high-quality products and in the processing of raw materials for packaging purposes. The basis of our success is the achievement of our profit targets through reliability towards our customers while maintaining our values: respect, commitment and sustainability. These values have always shaped the LEIPA group and form the cornerstones of our corporate culture and vision.

It is our aspiration to put the highest possible ethical standards and legally compliant actions into practice and thus to be successful in business. LEIPA strives to continuously optimise and develop paper production in terms of sustainability. We encourage our suppliers to play their part in this.

This Code of Conduct for Suppliers (hereinafter the "Code of Conduct") sets binding minimum standards for the socially, ethically and ecologically responsible behaviour of our suppliers as well as their employees and subcontractors. Suppliers means all companies from which LEIPA purchases goods or services. The Code of Conduct is based in particular on national laws and regulations, such as the German Supply Chain Sourcing Obligations Act (LkSG) as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, the International Labour Standards of the International Labour Organization and the United Nations Global Compact.

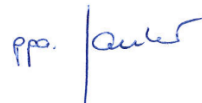
A Code of Conduct cannot exhaustively describe the legal requirements for the conduct of suppliers. We therefore expect every business partner to seek competent support, for example from legal advisors, if they have doubts about their own conduct or if there are indications of dubious procedures in their working environment.

Independent, grandchild-friendly and future-oriented: This shapes and characterises the way we work, deal with each other, how we communicate and how we take responsibility for people, the environment and nature. With our actions today, we lay the foundation for future generations and the success of tomorrow.

Schwedt/Oder, den 09.01.2023



Peter Probst
CEO - LEIPA Group GmbH



ppa. Jürgen Sauter
Leiter Einkauf - LEIPA Group GmbH

Requirements for the supplier

1 Social responsibility

LEIPA highly values respect and tolerance. We acknowledge the internationally recognised human rights and support their observance. Occupational safety is a top priority for us. With regard to the above framework, the following principles must be fulfilled by the supplier.

1.1 Exclusion of forced labour and slavery

Any use of forced labour, slave labour or comparable work is prohibited. All work must be voluntary and without threat of punishment. Employees must be able to leave work or employment at any time. Unacceptable treatment of workers, such as use of psychological violence, sexual and personal harassment and humiliation, is prohibited. The hiring or use of security guards shall be prohibited if their use causes inhuman or degrading treatment or injury to any person. Freedom of association shall be respected and ensured.

1.2 Prohibition of Child Labour

Any use of child labour is prohibited. The supplier is obliged to comply with the recommendation from the ILO conventions on the minimum age for the employment of children. Accordingly, the employees employed may not be younger than the age at which compulsory schooling ends according to the law of the place of employment. In no case, however, may the employed workers be younger than 15 years of age.

If children are found at work, the supplier shall take and document effective corrective and preventive measures. Children shall be allowed to attend school. The rights of young workers shall be protected. Workers under the age of 18 must not be employed in work that is harmful to their health, safety or morals. From the age of 18, an instruction about possible effects and consequences must have been carried out. In particular, local protection regulations shall be respected.

1.3 Fair remuneration

The remuneration for regular working hours and overtime must correspond to the locally applicable statutory minimum wage or the minimum standards customary in the industry, whichever is higher. If the remuneration is not sufficient to cover the costs of a reasonable standard of living and to build up a minimum level of reserves, the supplier is obliged to increase the remuneration accordingly. Elements of a reasonable standard of living include food, water, shelter, education, health care, transportation, clothing and other basic needs, including provisions for unexpected events for themselves and dependents.

Pay for overtime worked shall in all cases exceed the pay for regular hours worked. Employees shall be granted all benefits prescribed by law. Deductions from wages as punitive measures are inadmissible. The supplier shall ensure that the employees receive clear, detailed and regular written information about the composition of their remuneration. The supplier shall indemnify LEIPA against all possible minimum wage claims of its own employees, the temporary workers employed by it and the employees of subcontractors and suppliers used by it.

1.4 Fair working hours

Working hours (including break, holiday and time off regulations) must comply with applicable laws or industry standards. Overtime is only permitted if it is worked on a voluntary basis and does not exceed 12 hours per week. Employees shall be granted at least one day off after six consecutive working days. The weekly working time shall not regularly exceed 48 hours.

1.5 Freedom of association

The right of employees to form and join organisations of their choice, to bargain collectively and to strike shall be respected. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative means of independent and free association of employees for the purpose of collective bargaining shall be provided. Employee representatives shall be protected from discrimination. Employees shall not be discriminated against on the grounds of formation, affiliation, membership or participation in such an organisation. Employee representatives shall be granted free access to the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner.

1.6 Prohibition of discrimination

Discrimination and unequal treatment of employees in any form is prohibited unless it is justified by the requirements of employment. This applies in particular to discrimination based on age, gender, caste, national, ethnic or social origin, home country or origin, skin colour, disability, health status, religious or political views, religion, world view, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual must be respected.

1.7 Health protection, safety at work

The supplier is responsible for a safe and healthy working environment. Necessary precautions against accidents and damage to health that may arise in connection with the activity are taken by setting up and applying appropriate occupational safety systems. Appropriate measures shall be taken to prevent excessive physical or mental fatigue. In addition, employees shall be regularly informed and trained on applicable health and safety standards and measures. Employees shall have access to sufficient drinking water and clean sanitary facilities.

1.8 Conservation of natural habitat

The unlawful taking of land, forests or bodies of water, the use of which secures the livelihood of persons, is prohibited. Harmful soil alterations, water and air pollution, noise emissions and excessive water consumption shall be avoided if they significantly impair or could impair the health of persons or the natural basis for the production of food or prevent the access of persons to drinking water or sanitary facilities. Deliberate or intentional damage to the immediate habitats and associated biodiversity must be refrained from.

1.9 Dealing with conflict minerals

For the conflict minerals and critical raw materials, the supplier shall establish processes in accordance with the Organisation for Economic Cooperation and Development (OECD) Due Diligence Guidelines to promote responsible supply chains for minerals from conflict-affected and high-risk areas, and shall require its upstream suppliers to do the same. Processes without adequate, audited due diligence processes should be avoided in order to prevent human rights violations, corruption and the financing of armed groups or similar.

2 Ecological responsibility

As a manufacturer of recycled paper and cardboard products, LEIPA is an integral part of the circular economy. The use of recycled waste paper (exception: BU FlexPack) makes an active contribution to the protection of natural forest resources.

Our paper and board products are available on request with the sustainability seals of the Forest Stewardship Council (FSC) or Programme for the Endorsement of Forest Certification Schemes (PEFC), internationally recognised seals for sustainable forest management. The production of paper, cardboard and flexible packaging materials as well as all recycling services of the LEIPA group of companies are certified according to the established standards ISO 14001, ISO 9001 and ISO 50001. This being said, the supplier shall comply with the following principles:

2.1 Treatment and discharge of industrial water

Waste water from operations, manufacturing processes and sanitary facilities shall be typed, monitored, inspected and treated as necessary prior to discharge or disposal. In addition, measures shall be taken to reduce the generation of waste water as much as possible or to avoid it altogether as far as possible.

2.2 Dealing with emissions

General emissions from operational processes (e.g. air and noise emissions) as well as greenhouse gas emissions are to be typified, routinely monitored, checked and, if necessary, treated before they are released. The supplier is also responsible for monitoring its emission control systems and is required to implement solutions to minimise and prevent emissions.

2.3 Handling of waste and hazardous substances

The supplier shall follow a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. The prohibitions on the export of hazardous waste in the Basel Convention of 22 March 1989, as amended, shall be observed. Chemicals or other materials that pose a risk if released into the environment shall be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse and disposal. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of 10 October 2013 and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended.

2.4 Consumption of raw materials and natural resources

The use and consumption of resources during the value creation process and the generation of waste of any kind, including the consumption of water and energy, shall be reduced as far as possible or avoided altogether. This is done either directly at the point of origin or through procedures and measures, such as in particular by changing procedures in the company during production and maintenance processes, by using alternative materials, through savings, through recycling or with the help of the reuse of materials.

2.5 Managing energy consumption/efficiency

Energy consumption shall be monitored and documented. Solutions shall be found to improve energy efficiency and minimise energy consumption.

3 Ethical responsibility

Compliance with applicable law at home as well as abroad always has priority. This also applies if legal requirements appear to be inappropriate or economically unfavourable. We attach importance to open and truthful reporting and communication in all business transactions.

3.1 Fair Competition

The standards of fair business, fair advertising and fair competition must be observed. In addition, the applicable antitrust law must be complied with, which in particular prohibits agreements and other activities that influence prices or conditions in dealings with competitors.

3.2 Confidentiality and Data Protection

Any processing (including, but not limited to, the collection, storage, transmission and dissemination) of information shall comply with the legal provisions on data protection and information security as well as any official regulations. In particular, the protection of personal information as well as business secrets must be ensured.

3.3 Intellectual Property

Intellectual property rights must be respected. The transfer of technology and know-how must be carried out in such a way that intellectual property rights and customer information are protected.

3.4 Integrity, Bribery and Benefit Taking

The highest standards of integrity shall be applied in all business activities. All forms of bribery, corruption, extortion and embezzlement are prohibited. We expect a zero-tolerance policy from our business partners in this regard. To ensure this, appropriate and effective procedures for monitoring and enforcing anti-corruption standards shall be implemented and applied.

3.5 Grievance mechanisms

The supplier shall appropriately communicate to its employees any information received from LEIPA regarding accessibility, responsibility and the implementation of a grievance procedure. The grievance procedure shall be accessible to employees as well as third parties who are influenced by the supplier's actions and business activities. The identity of the whistleblower as well as the content and circumstances of the complaint must be treated confidentially. In addition, effective protection against discrimination must be guaranteed. Regardless of whether or not a complaint is received, the supplier itself is responsible for establishing an effective grievance mechanism at the facility level for individuals and communities who may be affected by adverse impacts.

Declaration of consent of the Supplier

Hereby

_____ ,

_____ ,

filed with the commercial register at the _____ ,

represented by _____ ,

- hereinafter referred to as the „**Supplier**“

agrees to the validity of the LEIPA Code of Conduct for Suppliers, available at <https://www.leipa.com/de/fuer-lieferanten>, and undertakes to comply with its principles and requirements by signing it. The Supplier also undertakes to communicate the content of the Code of Conduct in a comprehensible manner to its employees, agents and upstream value chain and to take all necessary precautions for the implementation of the requirements.

We expect our Suppliers to implement the above minimum standards in their own area of business and within their upstream value chain and to identify any risks with regard to the requirements of this Code of Conduct and to take appropriate (remedial) measures (prevention, avoidance and mitigation). The Supplier shall regularly inform LEIPA about the identified risks as well as the remedial measures taken. In the event of a concrete suspicion of violations as well as in the event of violations actually detected, the supplier shall inform LEIPA immediately about this as well as about the remedial and preventive measures taken. This requires that the supplier must be able to present its entire value chain to LEIPA up to the origin at any time. Accordingly, the supplier shall be obliged to provide LEIPA with corresponding evidence of the value chain of its raw materials upon request. Furthermore, the supplier shall support LEIPA in the risk analysis in accordance with § 5 LkSG to the best possible extent and, if necessary, work towards support by its upstream suppliers.

The supplier agrees that LEIPA shall carry out audits at regular intervals or for specific reasons to check compliance with the code of conduct at the operating sites of the supplier during normal business hours after reasonable advance notice either itself or through a representative of LEIPA. In addition, the supplier undertakes to create the contractual conditions vis-à-vis its direct and indirect suppliers in order to enable LEIPA or LEIPA representatives to carry out corresponding audits in the event of actual indications of a violation of a human rights-related or an environmental obligation in the upstream supply chain of the supplier. This right shall also apply equally in favour of the customers of LEIPA insofar as they find actual indications of the violation of a human rights-related or environmental obligation at the supplier or its upstream supply chain. Any audits shall be carried out in accordance with the applicable legal standards.

If a violation of the regulations of this Code of Conduct is identified, LEIPA shall notify the supplier and set a reasonable grace period for the supplier to bring its conduct into compliance with this Code of Conduct. If a remedy is not possible within a reasonable period of time, the supplier shall notify this without delay and, in consultation with LEIPA, draw up a concept with a time schedule to end or minimise the violation.

Any damage resulting from the violation of a human rights or environmental obligation by the supplier in its business area shall be compensated by the supplier. Similarly, the supplier shall oblige its upstream supply chain to make good any damage within its business area.

The supplier is aware that compliance with this Code of Conduct is an essential contractual obligation and that accordingly any breach of this obligation by the supplier may constitute a serious breach of contract. LEIPA shall therefore be entitled to terminate the contract on which the business relationship with the supplier is based without notice and to withdraw from contracts which have not yet been completely fulfilled, in particular in the event of serious or continued violations of this Code of Conduct by the supplier or its upstream supply chain.

For further questions regarding the Code of Conduct, please contact your personal contact person at LEIPA or contact the central e-mail address code.of.conduct@leipa.com.

(Place, Date)

(Name, Function)

Supplier