

Code of Conduct

for

KEYMILE

including KEYMILE GmbH and all its associated companies

(together called 'KEYMILE')

Foreword of the Management Board

The reputation of our association and of the entire KEYMILE Group as well as the confidence of our business partners, our Personnel and the general public all depend on the specific conduct of each KEYMILE employee. It is up to every individual to play a part in ensuring that the positive expectations associated with the KEYMILE name are met. Our Code of Conduct is therefore a binding set of guidelines intended to provide a reliable source of help in day-to-day dealings, laying down the legal and ethical demands made of all KEYMILE personnel.

Whoever violates this Code of Conduct harms the reputation of KEYMILE, causing possible grievous economical damage to us.

The following rules apply to all of us. The Management Board of KEYMILE abides by these principles in exactly the same manner expected of all other KEYMILE personnel as well as of Third parties representing KEYMILE (such as agents, sales representatives, distributors, consultants). We are confident that our trust in you will help to assist you in the implementation of these guidelines.

We want to thank you for your support and contribution towards KEYMILE's long-term success.

Kai Uebach

Table of Contents

1.	Scope of application	3
2.	Vision and mission statement	3
3.	Compliance with the law.....	3
4.	Protection of human rights	4
5.	Environmental responsibility	4
6.	Fair working conditions.....	4
7.	Fair competition / ban on cartels	4
8.	Anti-Corruption	5
9.	Equal opportunities and ban on discrimination	5
10.	Avoidance of conflicts of interest.....	5
11.	Public appearances	5
12.	Safeguarding of assets and duty of confidentiality	5
13.	Acquisition of shares and prohibition on insider trading.....	6
14.	Proper bookkeeping principles	7
15.	Compliance Management System	8

1. **Scope of application**

This Code of Conduct applies to all of the KEYMILE-group, the KEYMILE GmbH and its associated companies within the meaning of §§ 15 et seq. AktG [German Law on Public Companies] (hereinafter together called '*KEYMILE*'). It applies worldwide to all Employees of KEYMILE, including management boards, directors and executives (hereinafter '**KEYMILE Employees**'), as well as third Persons which act on behalf of KEYMILE (agents, consultants and distributors).

2. **Vision and mission statement**

KEYMILE is constantly endeavouring to provide top quality and largely satisfy the demands of both the market and public in general whilst fulfilling its responsibility for accident / consumer protection.

KEYMILE makes every effort to ensure the safety of all jobs within the group and to protect KEYMILE Employees from risks. Occupational safety, health care and the protection of health are integral features of company policy and are constantly subject to improvements.

The chief criteria when selecting suppliers, service providers and other third parties are their performance and quality awareness. KEYMILE expects even its suppliers, service providers and other third parties to apply the same high standards as those enshrined in this Code of Conduct.

KEYMILE consequently implements such fundamental values as human rights, employment standards, environmental protection and the combating of corruption within its sphere of influence.

3. **Compliance with the law**

KEYMILE set a high standard of integrity in their dealings.

KEYMILE and KEYMILE Employees are obliged to observe relevant legislation. This includes, along with anti-trust and competition law, rules addressing bribery, illegal money transfers and corruption as well as relevant provisions governing protection of employment and data, plus environmental rules.

The principle of compliance with the law expressly applies even if KEYMILE would sustain a supposed advantage as a result of breaches of legislation.

Every KEYMILE Employee is compelled to familiarize himself/herself with the particular regulations connected with his/her area of work.

4. Protection of human rights

KEYMILE supports and respects, within its sphere of influence, the protection of international human rights set out in the United Nations' Universal Declaration of Human Rights and the International Labour Organization's fundamental conventions. In particular, KEYMILE supports the effective elimination of all forms of compulsory labor and child labor as defined by the ILO. It will make this a criterion in the management of its suppliers and sub-contractors.

5. Environmental responsibility

KEYMILE supports a precautionary approach to environmental challenges, and, within its sphere of influence, undertakes initiatives to promote greater environmental responsibility and encourages the development and diffusion of environmentally friendly technologies.

6. Fair working conditions

KEYMILE provides an adequate remuneration for its employees and warrants to pay the appropriate statutory minimum wage at least.

7. Fair competition / ban on cartels

The relevant provisions governing fair competition must be observed, as must the rules of anti-trust and competition law.

Every KEYMILE Employee as well as all third Persons acting on behalf of KEYMILE are obliged to observe the rules of fair competition and must not take any measures aimed at unlawfully restricting competition and/or which infringe the statutory rules. Therefore KEYMILE does not tolerate any infringement of provisions of anti-trust law in the course of committee procedure or at other meetings within KEYMILE.

The basic principle is that all arrangements between competitors and decisions by associations of undertakings the aim or outcome of which is the prevention of competition are prohibited. The term 'arrangements' encompasses both formal agreements and decisions as well as concerted practices that tacitly arise. In particular the following are prohibited:

- arrangements with competitors concerning prices and/or capacity
- agreements not to compete
- the submission of sham bids
- the allocation of customers, territories, production programmes or according to other segmentation criteria
- agreements on terms and conditions of sale

When making any utterances (whether of a verbal or written nature) care must be taken to ensure that they cannot be misunderstood and therefore give the impression of something unlawful under anti-trust law.

8. Anti-Corruption

KEYMILE and KEYMILE Employees do not tolerate immoral trade practices and abhor any form of corruption, bribery and dishonest taking of advantage. Corruption means the exploitation of a position to obtain an unjustified advantage.

Further particulars are set down in the Anti-Corruption Guideline of KEYMILE.

9. Equal opportunities and ban on discrimination

Nobody may be harassed, discriminated against or prejudiced on grounds of nationality, ethnic origin, gender, religion or belief, disability, age or sexual identity. These principles also apply to foreign KEYMILE companies in accordance to any particular local law.

10. Avoidance of conflicts of interest

KEYMILE sets great store in ensuring that no conflicts of interest arise. Conflicts of interest could cast doubt on KEYMILE's integrity and professionalism. Conflicts of interest must therefore be pinpointed and avoided early on.

For this reason KEYMILE Employees are contractually forbidden to carry out work for third parties during the term of their employment which might jeopardise the impartiality of their work for KEYMILE or contravene the corporate philosophy stated in paragraph 2.

Contractual relations with members of the family (parents, children as well as any other relatives – including life companions living in the same household as the KEYMILE Employee) are principally inadmissible, since conflict of interest is inherent in such dealings, which could impair their impartiality required in the process of procurement.

Exceptions to these principles are only possible if they are permitted by the management of the KEYMILE company concerned or by the appropriate board.

11. Public appearances

KEYMILE Employees must ensure that KEYMILE's reputation is not harmed by their conduct in public. Information (for example to the press or to authorities) should only be given by KEYMILE Employees authorised hereto. In matters affecting the reputation of KEYMILE the marketing department should be gotten involved.

12. Safeguarding of assets and duty of confidentiality

Both KEYMILE and all KEYMILE Employees are responsible for ensuring that tangible and intangible assets belonging to KEYMILE and its clientele are properly used, looked after and protected. Their use for personal purposes without the consent of the owner is prohibited.

Trade and business secrets as well as confidential information are important assets belonging to KEYMILE, its clientele and principals. It is therefore essential that trade and business secrets be kept confidential. KEYMILE Employees are also required, in particular, not to disclose information that is expressly termed confidential or the confidentiality of which is ascertainable.

Patents, inventions and other technical and scientific know-how belonging to KEYMILE or such intellectual property of third parties which have been or will be made accessible to KEYMILE are all of particular significance. This intellectual property must not be passed on to unauthorised third parties or used for an individual's own business purposes. This intellectual property in the form of sketches, drawings, data media or documentation must be protected from unauthorised third-party access.

This duty of confidentiality applies even after the KEYMILE Employee has left this/her employment.

13. Acquisition of shares and prohibition on insider trading

All KEYMILE Employees are naturally, in principle, allowed to trade in securities on international exchanges and optimise return on capital. However, this freedom is restricted by law if so-called insider information is used for such dealings.

Insider information is specific information on circumstances that are not public knowledge, which relate to an issuer of insider documents or to insider documents themselves and are liable to materially influence the stock exchange or market price of insider documents on becoming public knowledge. This is the case where a knowledgeable investor would take account of the information when deciding to invest.

The word 'circumstances' means those matters where it can be assumed with sufficient probability that they will occur in the future. This insider information must not even be passed on to third parties to enable them to make the acquisition.

Insider information might relate, for example, to:

- new product developments and patents
- sales and profit forecasts
- operational changes
- the sale or purchase of major assets
- takeovers and mergers

The ban on insider dealing applies to trading in securities of any quoted company, including customers and suppliers of KEYMILE, if KEYMILE Employees hold important undisclosed information about that company, including information that such KEYMILE Employees have obtained in the course of their employment or work at KEYMILE.

14. Proper bookkeeping principles

KEYMILE is obliged to keep books and records that provide a clear and correct picture of its business and financial position.

All KEYMILE Employees, who are working in the areas of Accounting, Reporting, Finance, Controlling, etc., are obliged to observe and comply with the relevant legislation and storage requirements due to regulatory or legal rules. Those KEYMILE Employees shall ensure that all business transactions are carefully, correctly and comprehensively booked and documented. The following is assured in this respect:

- no secret or unrecorded credit balances or assets are established for any purpose whatsoever;
- no faked or fictitious entries are made in KEYMILE's books in any circumstances whatsoever;
- no payment is approved or made where there is an intention or assumption that the payment is to be wholly or partly used for purposes other than stated.

15. Compliance Management System

15.1 Compliance Organisation

Any KEYMILE Employees meeting with difficulties in the application of this policy – for instance if they should be uncertain about the correct way to proceed - may consult the following persons/boards:

- Head of Human Resources
- Management
- Superior
- Compliance Officer
- Works Committee
- Ombudsperson

The relevant contact data is to be found on the Intranet.

15.2 Reporting Compliance incidents

All KEYMILE Employees may contact the persons/boards mentioned above at any time to inform them of possible Compliance issues.

If he/she so wishes the identity of the KEYMILE Employee will be kept secret provided the report is made in good faith. KEYMILE will not tolerate any retaliatory action against persons making such reports. Particularly the KEYMILE Employee reporting in good faith shall not be subject to detriments of any kind.

Due to the fact, that anonymous reports hamper investigations of the situation and enquiries are not possible, open reports are preferred. In case of anonymous reports, these reports shall be provided with comprehensive information concerning the situation.

15.3 Consequences of misconduct

KEYMILE Employees make all appropriate and reasonable efforts to constantly implement and apply the values and principles enshrined in this Code of Conduct. Breach of the Code of Conduct can result in employment-law measures including the termination of the employment contract.. Severe matters could lead to claims in damages and/or criminal action by the authorities. Third persons may also be subject to civil-law measures

This Code of Conduct enters into force on February 19th 2016.