Constantia Flexibles

CODE OF CONDUCT

for suppliers and subcontractors of Constantia Flexibles

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Management foreword

Dear Valued Suppliers and Subcontractors,

At Constantia Flexibles GmbH and its subsidiaries, we are committed to conducting business in a responsible, ethical, and sustainable manner, guided by integrity, respect, and accountability towards people, the environment, and society.

We expect our Suppliers and Subcontractors to share and uphold these principles and standards. This Code of Conduct for Suppliers and Subcontractors defines the minimum requirements for our business relationships and adoption of similar requirements throughout your operations and supply chains.

Compliance with this Code of Conduct for Suppliers and Subcontractors is a fundamental condition for doing business with Constantia Flexibles.

By working together, we aim to strengthen responsible business practices, ensure transparency, and drive continuous improvement.

Thank you for your commitment and partnership.

David Spratt
Chief Executive Officer

> Our goal is to build strong, long-term partnerships based on trust, transparency, and shared values, and to create value for all stakeholders.

Mariella Röhm-Kottmann
Chief Financial Officer

Thomas Glossner
EVP Procurement & Managing Director

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Introduction

This Code of Conduct (the „Code“) defines the minimum requirements that Constantia Flexibles GmbH (Austrian Commercial Register No. 605251 a) and all its establishments and affiliated companies worldwide (the „Constantia Flexibles“) places on third party entities providing products or services to Constantia Flexibles or acting on behalf of Constantia Flexibles, including but not limited to its direct and indirect suppliers of goods and services, vendors, contractors, subcontractors, consultants, agents, advisors, value-chain partners, service providers, manufacturers, distributors, sales representatives, channel partners, intermediaries (collectively referred to as „Suppliers“ and „Subcontractors“, the „Suppliers“ and each of them as the „Supplier“ and the „Subcontractor“) concerning their responsibility towards their stakeholders and the environment.

Constantia Flexibles reserves the right to reasonably change the requirements of this Code as it deems necessary according to the business and legal requirements.

Constantia Flexibles acknowledges its social responsibility vis-à-vis society in general, as well as vis-à-vis business partners, shareholders, employees, and community, and it commits, throughout its group of companies, to conduct that is marked by integrity and a sense of responsibility.

This Code intends to emphasize the interest of Constantia Flexibles in implementing its social responsibility and fair, ethical and sustainable principles of action and conduct throughout its entire supply chain. It is the declared objective of Constantia Flexibles to work with its Suppliers and Subcontractors to ensure the sustainable implementation of the minimum requirements set down in this Code. Based on the values described in this Code, Constantia Flexibles strives for a close partnership with the Suppliers and Subcontractors with the aim of jointly creating added value for all stakeholders.

The principles described in this Code are based largely on the principles of the Universal Declaration of Human Rights of the United Nations, on the Conventions and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization (ILO), the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, and on the UN Conventions on the Elimination of all Forms of Discrimination against Women and on the Rights of the Child. The following principles constitute minimum standards intended to prevent situations that could call into question the sense of responsibility and the integrity of Constantia Flexibles and its Suppliers and Subcontractors.

Compliance with laws and social norms

Constantia Flexibles requires from its Suppliers and Subcontractors, in all of their business-related actions and decisions, to take into account the legal and cultural framework conditions of the countries in which they operate.

The Suppliers and Subcontractors are required to comply with the relevant laws and any generally recognized customs. In particular, business partners must be treated fairly, and contracts must be adhered to, taking into account any relevant changes in the framework conditions.

Integrity toward society and business partners

Personal interest

When dealing with government authorities, officials, and business partners (including suppliers and customers), the Suppliers and Subcontractors must ensure that their employees‘ private interests and the interests of the Supplier and Subcontractor must be kept separate. Personal relationships or interests should not influence business activity or decisions. All actions and decisions must be based on factual and objective considerations and supported by sound professional judgment.

Prohibition of corruption and bribery

Constantia Flexibles requires its Suppliers and Subcontractors to conduct business with integrity and to maintain a zero-tolerance approach to corruption and bribery.

Suppliers and Subcontractors must at all times comply with all applicable anti-corruption and anti-bribery laws. These include where applicable, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act (FCPA), and any other relevant anti-corruption or criminal laws.

Suppliers and Subcontractors must establish appropriate internal policies, procedures, and control measures to prevent, detect, and address corruption and bribery. They must also ensure that their employees and relevant third parties are adequately informed and trained on these requirements.
Suppliers and Subcontractors, any of their employees, any third parties acting on their behalf, must not directly or indirectly offer, promise, give, request, or accept any improper advantage (such as payments, gifts, hospitality, invitations, or other benefits of more than nominal value), to or from government officials, public bodies (including public employees), and business partners for the purpose of influencing a decision, securing or retaining business, obtaining preferential treatment, or gaining any improper advantage for Constantia Flexibles, the respective Supplier or Subcontractor, for themselves or third parties.

The prohibition applies regardless of how the improper advantage is provided, including through agents, intermediaries, consultants, distributors, lobbyists, family members, or other related parties. Facilitation payments, kickbacks, and any similar payments, regardless of local custom or perceived necessity, are strictly prohibited.

Gifts, hospitality, or business courtesies may be offered or accepted only if they are reasonable, proportionate, infrequent, and of nominal value, comply with applicable laws, are not intended to improperly influence any decision, and are accurately and transparently recorded in the relevant books and records. Suppliers and Subcontractors must maintain accurate books, records, and accounts that fairly reflect all transactions, in accordance with applicable accounting and record-keeping requirements.

Fair and free competition

Constantia Flexibles requires the Suppliers and Subcontractors to respect and promote fair and free competition. They are also expected to comply with the applicable competition law and other laws governing competition. Unfair practices and collusive behavior with customers, suppliers and competitors by the Suppliers or Subcontractors must be avoided under all circumstances.

Abuse of a dominant market position

Constantia Flexibles requires the Suppliers and Subcontractors that hold a dominant market position to use that position responsibly and not to abuse it. The provisions of competition law prohibit in this context, in particular, amongst others, the prevention of the market entry of other companies and the enforcement of unreasonable buying or selling prices.

Business partner and sanctions and trade control compliance

Constantia Flexibles requires its Suppliers and Subcontractors to support its commitment to complying with all applicable laws and regulations, including international sanctions. Suppliers and Subcontractors are expected to conduct mandatory due diligence on all their suppliers and business partners to ensure that no relationship exposes Constantia Flexibles to illegal or unethical conduct.This includes verifying that all suppliers and other business partners of the Suppliers and Subcontractors are not involved in corruption, bribery, violations of trade laws, environmental breaches, or any other unlawful activities.

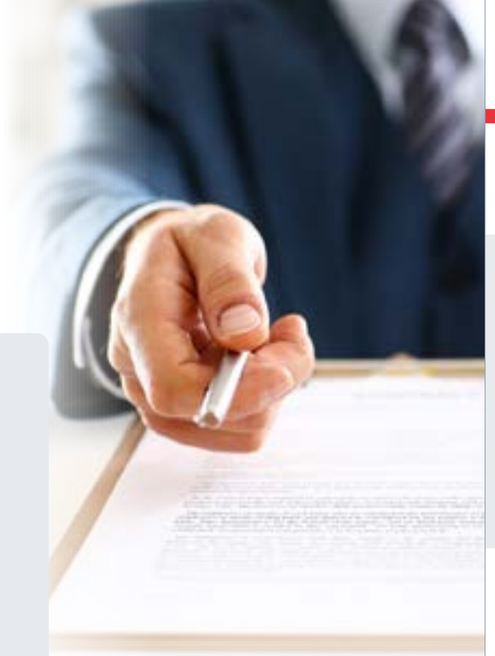
Suppliers and Subcontractors are expected to cooperate fully with Constantia Flexibles' due diligence process and to provide accurate and complete information when requested.

International sanctions refer to restrictive measures imposed by countries or international organizations to achieve foreign policy and security objectives. These measures can include trade restrictions, financial restrictions, and travel bans, among others. Suppliers and Subcontractors must comply with all applicable international sanctions laws and regulations. This includes adhering to trade and financial sanctions issued by relevant authorities. They must ensure that no products, services, transactions, or business dealings connected to Constantia Flexibles involve sanctioned individuals, entities, countries, or activities.

Money laundering

Constantia Flexibles requires its Suppliers or Subcontractors to commit to combating money laundering and actively rejects and prohibits any transactions intended to channel money or other assets obtained through criminal activities into the legal economic cycle. Suppliers and Subcontractors must implement stringent policies and procedures to ensure that any suspicious activities that may be related to money laundering are identified, prevented, and reported. Suppliers or Subcontractors must adhere to anti-money laundering laws and are also required to comply with applicable rules on proper accounting.

Integrity toward shareholders and government authorities



Prohibition of insider trading

Employees of each Supplier or Subcontractor must not engage in securities transactions based on inside information obtained through their relationship with Constantia Flexibles.

Inside information is defined as any and all information that is not in the public domain that could influence the stock market price of a share. This includes, without limitation, information on proposed acquisitions and sales of businesses, business strategies, unpublished financial data, proposed alterations to the management structure, and the loss of a key account.

Fraud

Constantia Flexibles requires its Suppliers or Subcontractors to have zero tolerance towards fraud – whether committed by an employee or any third party. Fraud is an act or omission that intentionally misleads or deceives with the purpose of obtaining an unfair or unlawful advantage or gain.

Examples of fraud include unauthorized use of assets, false accounting or financial reporting, impersonation, or the misappropriation of assets. Suppliers and Subcontractors, and all their employees are all responsible for preventing fraud within their business.

Data protection and confidentiality

Suppliers and Subcontractors must protect the information received from or about Constantia Flexibles and its employees in accordance with the relevant national data protection laws and must use them exclusively for internal purposes. Personal data must be collected, processed and used by the Suppliers and Subcontractors only to the extent necessary for lawful operational purposes. Appropriate technical and organizational measures must be implemented to protect personal data against unauthorized or unlawful access, processing, disclosure, alteration, loss, or misuse.

Suppliers and Subcontractors must treat all kinds of non-public information they obtain or create in connection with business activities related to Constantia Flexibles as strictly confidential. Confidential information includes intellectual property, trade secrets, know-how, as well as strategy and business decisions. Such information must not be disclosed, or otherwise made accessible, to unauthorized third parties unless authorized by Constantia Flexibles or required by law. If disclosure to third parties is necessary, for example when working with external advisers, Suppliers and Subcontractors must ensure that these third parties are bound by an appropriate confidentiality obligation, such as confidentiality agreement or a professional confidentiality obligation.

Cooperation with government institutions

Suppliers and Subcontractors must comply with all applicable laws and regulations when interacting with government authorities. They must meet all legal disclosure and reporting requirements in a timely and accurate manner.

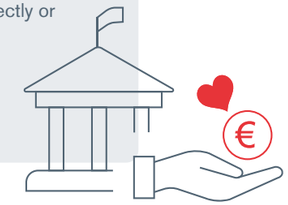
Lobbying

Constantia Flexibles requires its Suppliers and Subcontractors to commit to integrity, transparency, and political neutrality in all interactions with public authorities and institutions. Corruption, influence peddling, or any improper conduct related to lobbying or public policy engagement is not tolerated. Any activities carried out on behalf of Constantia Flexibles must comply fully with applicable laws, regulations, and institutional rules, including registration and disclosure requirements where applicable. Such activities must be conducted ethically, transparently, and without improperly influencing decision-making.

Political contributions, sponsoring and donations

Constantia Flexibles encourages its Suppliers and Subcontractors to support the communities in which they operate in a responsible and transparent manner. All sponsorships, charitable donations, or community-related activities carried out on behalf of Constantia Flexibles must comply with applicable laws.

Constantia Flexibles maintains strict political neutrality. Suppliers and Subcontractors must not engage in political activities or make political contributions on behalf of Constantia Flexibles, either directly or indirectly.



Integrity toward employees and community

Compliance with human rights

Constantia Flexibles requires its Suppliers and Subcontractors to respect and promote compliance with internationally recognized human rights. This also includes protecting agency and leased employees, local communities, minorities, indigenous people, and human rights defenders.

Prohibition of child Labor

Suppliers and Subcontractors must comply with the rules established by the UN on human and children's rights. In particular, Suppliers and Subcontractors undertake to employ only persons who have reached the minimum legal age for work under applicable national law or the Convention Concerning Minimum Age for Admission to Employment (ILO Convention No. 138), and not to tolerate any form of child labor.

The Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor (ILO Convention No. 182) and the Convention Concerning Minimum Age for Admission to Employment (ILO Convention No. 138) must be fully honored and observed. Persons under the age of 18 must not be employed in hazardous work or in any work that is likely to harm their health, safety, or moral development. Where national laws provide stricter criteria regarding child labor, these must take priority.

Prohibition of modern slavery and forced labor

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labor and human trafficking. These practices involve exploitation of individuals through deprivation of their liberty for personal or commercial gain.

Constantia Flexibles requires the Suppliers and Subcontractors to have a zero-tolerance approach to modern slavery.

Suppliers and Subcontractors must act ethically and with integrity in all their business dealings and relationships, and they must implement and enforce effective systems, including policies, procedures, and controls, to eliminate modern slavery from taking place anywhere in their business or in any of their supply chains. The prevention, detection and reporting of modern slavery in any part of their business or supply chains is the responsibility of all Suppliers and Subcontractors. Suppliers and Subcontractors are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of the business or supply chains of any supplier tier at the earliest possible stage.

Prohibition of discrimination

Suppliers and Subcontractors must not engage in any form of discrimination.

Discrimination is defined as any kind of distinction, exclusion or favoritism that limits equal treatment or the opportunities of employees and is based on skin color, race, sex, religion, a handicap, national, ethnical or social background, ideology, political views, age or sexual orientation.

Suppliers and subcontractors must ensure equal treatment of their employees and promote a fair and inclusive work environment. Any differences in treatment must be justified by a legitimate business purpose and must be applied only to the extent necessary.

Prohibition of harassment and bullying

Suppliers and Subcontractors must commit to an employment that is free from harassment, sexual harassment, bullying, and any form of violence. Harassment is defined as unwanted conduct that violates a person's dignity or creates an intimidating hostile, or offensive work environment.

It may be related to characteristics such as age, sex, race, disability, religion, sexual orientation, or any other personal characteristic. Bullying includes repeated, intentional behaviors that are meant to intimidate, offend, degrade, or humiliate another person. Such behavior must not occur under any circumstances.

Fair remuneration and working conditions

Suppliers and Subcontractors must comply with all applicable national laws and regulations related to wages, working hours, and working conditions to and support all their employees in achieving a healthy work-life balance. Wages, salaries, benefits and any overtime compensation must be in line with the applicable national laws and respective collective bargaining agreements.

Fair working conditions must be ensured for all employees and workers, including temporary and third party hire agencies workers. Employees and workers must be provided with adequate rest periods and time off in accordance with applicable laws.

Freedom of assembly and of association, and right to collective bargaining

Suppliers and Subcontractors must recognize and respect their employees‘ rights to freedom of assembly and of association, as well as their right to freely and independently elect their representatives within the scope of the applicable statutes and laws. Employees’ representatives must not be subject to discrimination or any form of disadvantage. Suppliers and Subcontractors must also respect the employees‘ right to collective bargaining and to participate in decisions regarding their working conditions, in accordance with applicable laws.

Protection of health and safety

Suppliers and Subcontractors must guarantee the protection of health and safety at the workplace at least on a level corresponding to the relevant national laws. Suppliers and Subcontractors are expected to take measures to prevent workplace hazards. This includes implementing appropriate systems and work procedures, providing their employees HSSE (Health, Safety, Security & Environment) training relevant to task hazards and providing personal protective equipment, as well as medical care in case of injury. In addition, Suppliers and Subcontractors must ensure that employer-provided housing, transportation, and food are safe, hygienic, and meet basic health standards.

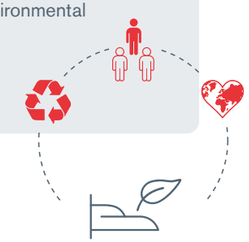
Environmental protection

Suppliers and Subcontractors must comply with all applicable environmental laws and regulations.

They are required to minimize and mitigate the environmental and climate impacts of their operations.

This includes emissions, energy use, waste generation, and resource consumption, in line with applicable environmental and chemical regulations. Where relevant, the Suppliers and Subcontractors shall pursue continuous improvement of their environmental performance, including transitioning to renewable energy sources, improving energy efficiency and reducing greenhouse gas emissions.
Suppliers and Subcontractors are required to avoid, prevent, and minimize potential adverse impacts on biodiversity and ecosystems resulting from their operations, including pollution of air and water.

Suppliers and Subcontractors must implement effective methods and procedures in place to optimize material usage, prevent or mitigate spills, increase process efficiency and manage emissions and discharges, which harm the environment, safely. They must apply responsible sourcing standards to foster more sustainable procurement practices along their supply chains. Suppliers and Subcontractors must inform and train their employees on environmental issues accordingly.



Responsible sourcing, product compliance and chemicals management

Suppliers and Subcontractors must ensure that no goods or services supplied to Constantia Flexibles originate from, or are linked to regions affected by active armed conflict. They must cooperate fully with Constantia Flexibles and, upon request, provide appropriate documentary evidence demonstrating that supplied materials are conflict-free and that no metals or other materials are sourced from conflict-affected or high-risk regions, in compliance with EU Conflict Minerals Regulation (Regulation (EU) 2017/821).

Suppliers and Subcontractors supplying wood pulp, paper or paperboard products must ensure that such products are deforestation-free and fully compliant with Regulation (EU) 2023/1115 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) 995/2010 (EUDR), including applicable traceability, risk assessment and due diligence documentation requirements.

All products and services supplied must comply with applicable legal requirements, recognized industry standards and Constantia Flexibles' quality specifications, including requirements related to substances of concern (SoC) and per- and polyfluoroalkyl substances (PFAS), in accordance with current and forthcoming legal obligations, e.g., but not limited to Regulation (EU) 2025/40 on packaging and packaging waste (PPWR).

Suppliers and Subcontractors shall maintain appropriate systems to monitor product safety, carry out testing for defects and restricted substances, and implement immediate corrective actions where non-compliance is identified. Relevant compliance documentation shall be provided upon request.

Suppliers and Subcontractors shall further ensure that all products supplied fulfill applicable requirements under chemical legislation, e.g., Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), Regulation (EC) 2019/1021 on persistent organic pollutants (POPs Regulation) and all other relevant applicable EU and national legislation related to chemicals, chemical mixtures and articles.

In general, Suppliers and Subcontractors are required to ensure that their activities do not directly or indirectly infringe on local communities’ access to clean drinking water, clean air, and food.

Compliance with the code

Compliance in supply chain

Suppliers and Subcontractors must, on a risk-based and proportionate basis, take appropriate measures to promote compliance with the principles of this Code within their own operations and, where relevant, their supply chains.

This includes identifying, assessing, and addressing actual or potential adverse human-rights and environmental impacts. Upon reasonable request, the Suppliers and Subcontractors must provide relevant and verifiable information regarding supply-chain risks, implemented measures, and identified incidents, and shall cooperate in good faith in prevention, mitigation, and remediation efforts where potential or actual non-compliance is identified.

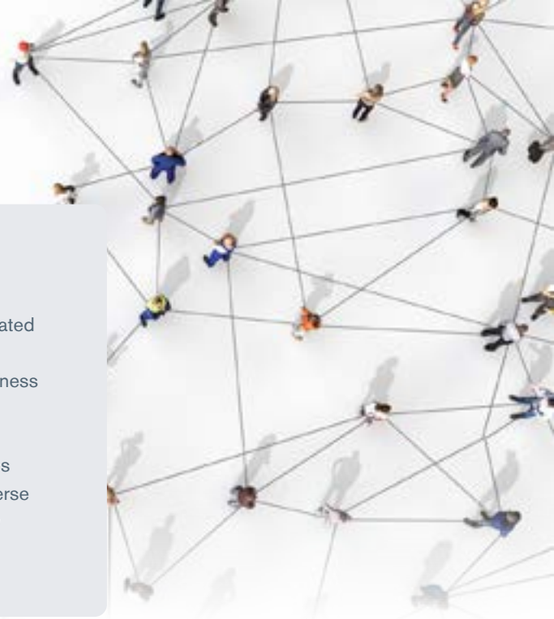
Audit rights

Constantia Flexibles reserves the right to assess Supplier's and Subcontractor's compliance with this Code through appropriate measures. This may include document reviews, Supplier/Subcontractor self-assessments, or audits conducted by Constantia Flexibles or by third parties acting on its behalf. Audits will be conducted in accordance with applicable laws and, where practicable, in coordination with the Supplier and Subcontractors. Suppliers and Subcontractors are expected to cooperate reasonably with such assessments and to provide all relevant information necessary to demonstrate compliance with this Code, subject to applicable legal, confidentiality, and contractual obligations. Reasonable costs of audits that have led to the uncovering of any non-compliance must be borne by the Supplier or Subcontractor. If Suppliers or Subcontractors identify and report violations through effective self-monitoring, this may be taken into account favorably in Constantia Flexibles' decision-making.

Consequences of violation

Constantia Flexibles reserves the right to terminate the business relationship if any violation of this Code occurs and the Supplier or Subcontractor fails to remedy the situation or does not attempt to improve the situation within a reasonable time defined by Constantia Flexibles.

Grievance mechanism



Suppliers or Subcontractors must promptly report any actual or suspected violation of this Code or applicable laws, as well as any actual or potential adverse impacts on human rights, the environment, or business integrity, related to Constantia Flexibles. This obligation also applies to violations or adverse impacts arising within their supply chain, including those involving their business partners.

Suppliers and Subcontractors must cooperate fully with Constantia Flexibles in the investigation and resolution of any reported violation, incident, or adverse impact. This includes providing relevant and accurate information in a timely manner.

Where necessary, Suppliers and Subcontractors must implement corrective actions to prevent similar incidents from occurring in the future. Constantia Flexibles provides appropriate channels for Suppliers and Subcontractors, and their employees to report any concerns. Such reports can be made:

1. by contacting the Supplier's or Subcontractor's primary contact at Constantia Flexibles
2. directly by contacting Constantia Flexibles Compliance Team at: integrity@cflex.com
3. (anonymously) via Constantia Flexibles Integrity Line[1]: https://constantiaflexibles.gan-compliance.com

Suppliers and Subcontractors must ensure that their employees and business partners are aware of these reporting channels. They are expected to provide their employees and relevant third parties with the opportunity to seek guidance or report suspected compliance violations anonymously and without fear of retaliation. The channels provided by Constantia Flexibles may be used for this purpose.

Suppliers and Subcontractors must ensure that any person who reports a concern in good faith is protected against retaliation, reprisal or adverse treatment.

[1]The Constantia Flexibles Integrity Line is an online reporting tool. Concerns can be made anonymously and information is kept confidential.

Declaration of acknowledgement and acceptance

By signing below, the undersigned Supplier confirms that it has received, read and understood Constantia Flexibles' Code of Conduct for Suppliers and Subcontractors (the "Code").

The Supplier agrees to comply with its mandatory requirements set out in this Code in connection with its business relationship with Constantia Flexibles GmbH ("Constantia Flexibles") and, where applicable, Constantia Flexibles' affiliated companies.

The Supplier acknowledges that failure to comply with this Code may constitute a breach of its contractual obligations. Depending on the nature and severity of the non-compliance, Constantia Flexibles may require the Supplier to implement appropriate corrective measures within a reasonable timeframe. In the event of a material breach, repeated breach, failure to remedy a breach within the required timeframe, or a breach that cannot reasonably be remedied, Constantia Flexibles may exercise the remedies available under the applicable agreement and applicable law, including suspension of orders or termination of the relevant business relationship.

The undersigned confirm that they are duly authorized to sign this Code on behalf of the Supplier.

Date and Place

Company

Signature

Name

Function

Signature (*Optional)

Name (*Optional)

Function (*Optional)

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