



# ***atlas***

# **SUPPLIER** **CODE OF CONDUCT**

Version 4 | May 2026

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# 1. *CONTEXT*

At ATLAS, we take our social responsibility towards people and the environment seriously. We are committed to fair and socially responsible corporate governance by complying with the requirements based on the principles of the relevant international conventions of the International Labour Organisation (ILO), the 'Universal Declaration of Human Rights' and the UN human rights conventions.

This Code of Conduct serves as a binding guide to ethical behaviour and responsible business practices. Our Code of Conduct is designed to ensure that all employees and all our suppliers act in accordance with our high standards and values. The protection and promotion of the rights of all employees are at the forefront of this.

# 2. HUMAN RIGHTS & LABOR STANDARDS



## 2.1. PROHIBITION OF CHILD LABOR AND PROTECTION OF YOUNG WORKERS

We expect our business partners to commit to the effective elimination of child labor in accordance with ILO Convention No. 182. The applicable legal minimum age for admission to employment or work—which, in accordance with ILO Convention No. 138, ILO Recommendation No. 146, and the United Nations Convention on the Rights of the Child, must not be lower than the age at which compulsory schooling ends and must not be lower than 15 years—is observed. As part of the hiring process, appropriate age verification mechanisms prevent potential child labor. Young people aged 16 and older are hired only if the nature of the work they perform does not endanger their lives, health, or physical and mental well-being, and if they receive appropriate, relevant instruction or vocational training in the relevant industry.

## 2.2. PROHIBITION OF FORCED AND COMPULSORY LABOR

ATLAS does not accept any economic activity based on forced or compulsory labour, debt bondage or serfdom. This includes any form of work or service that is demanded of a person under threat of punishment and for which they have not volunteered (in accordance with ILO Convention 29, ILO Convention 105 and the Universal Declaration of Human Rights). Employees may exercise their right to resign at any time and leave the company. Neither we nor any third parties who provide us with labour may charge recruitment fees or withhold identity documents or money as a means of coercion. Furthermore, we reject all forms of modern slavery and human trafficking.



### 2.3. HEALTH AND SAFETY

Applicable local regulations on occupational health and safety, health and safety at work, building safety and fire safety must be complied with in order to minimise the risk of accidents and occupational diseases. Where necessary and appropriate, employees shall be provided with suitable personal protective equipment. In situations of immediate danger, employees have the right and the duty to leave their workplace immediately and without permission. Vulnerable groups, such as young workers, new mothers and pregnant women, as well as people with disabilities, are afforded special protection. Our principles are based,

amongst other things, on ILO Convention No. 155 and Recommendation No. 164 (Occupational Safety and Health), ILO Convention No. 159 (Vocational Rehabilitation and Employment of Persons with Disabilities) and ILO Convention No. 183 (Maternity Protection).

### 2.4. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING

All of ATLAS's business partners have the right to freedom of association, open communication, direct dialogue and humane and fair treatment in accordance with ILO Convention 87 (Freedom of Association), ILO Convention 98 (Right to Organise and Collective Bargaining) and ILO Convention 135 (Workers' Representatives).

### 2.5. PROHIBITION OF DISCRIMINATION IN EMPLOYMENT AND OCCUPATION

Any form of discrimination, exclusion or preferential treatment in relation to employment (including recruitment, salary, fringe benefits, promotion, dismissal or retirement) on the grounds of gender, race, religion, age, disability, sexual orientation, nationality, or social or ethnic origin, which has the effect of nullifying or impairing equal opportunities or treatment in employment or occupation, shall be prohibited. Our business partners comply with ILO Conventions 100 (Equal Remuneration) and 111 (Discrimination – Employment and Occupation), the United Nations Convention on the Elimination of All Forms of Discrimination against Women and the United Nations Convention on the Elimination of All Forms of Racial Discrimination.



## 2.6. DISCIPLINARY MEASURES

Employees must be treated with dignity and respect – values enshrined in the United Nations Guiding Principles on Business and Human Rights, the Universal Declaration of Human Rights, the International Covenant on Economic, Social and Cultural Rights, and the International Covenant on Civil and Political Rights.

Any form of degrading treatment, abuse, harassment and intimidation, as well as unlawful penalties against employees, is prohibited and will not be tolerated. Any disciplinary measures shall be set out in writing and in a form that employees can understand.

## 2.7. WORKING HOURS

Our business partners comply with the relevant national legislation, current collective agreements and works agreements, and prevailing industry standards governing regular working hours, break times, rest days and overtime. Similarly, employees' right to terminate their employment in accordance with the applicable notice period is protected. Our actions are guided, amongst other things, by ILO Convention No. 102 (Social Security – Minimum Standards), ILO Convention No. 1 (Hours of Work – Industry) and ILO Recommendation No. 116 (Reduction of Hours of Work).

## **2.8. REMUNERATION**

All ATLAS business partners must comply with the relevant statutory provisions and applicable collective and company agreements regarding wages and fringe benefits, as well as ILO Convention 131 (Establishment of a Minimum Wage). Wages must not fall below the minimum wage. We also expect wages and fringe benefits to be sufficient to meet basic needs. Wages must not be withheld and must be paid regularly in a form suitable for the employee. Wage deductions are only permitted within the framework of the law or collective agreements and must be itemised. Employees are regularly informed about the breakdown of their remuneration. Employees are provided with clear information on the key terms and conditions of employment, including working hours, remuneration, and payment and payroll procedures. Wage deductions are under no circumstances permitted as a disciplinary measure.

## **2.9. USE OF PRIVATE OR PUBLIC SECURITY FORCES**

ATLAS suppliers who deploy private or public security forces within their business operations undertake to fully respect and protect human rights in the course of such deployment. Security measures must not result in violence, intimidation or unlawful interference with the rights of employees, local communities or other stakeholders. The use of security forces must be in accordance with relevant UN agreements and international standards, in particular the UN Guiding Principles on Business and Human Rights. Suppliers shall ensure that security forces are adequately trained, act responsibly and are held accountable for any breaches.

## **2.10. RIGHTS OF MINORITIES AND INDIGENOUS PEOPLES**

Where applicable, our suppliers undertake to respect and protect the rights of minorities and indigenous peoples, and to avoid any adverse impacts of their business activities on these groups. Discrimination, forced resettlement and infringements of cultural, social and economic rights are prohibited. Business activities must be aligned with relevant UN agreements, in particular the UN Declaration on the Rights of Indigenous Peoples (UNDRIP) and the UN Guiding Principles on Business and Human Rights.

## **2.11. LAND, FOREST AND WATER RIGHTS**

Where applicable, our suppliers shall respect land, forest and water rights and avoid the unlawful appropriation or use of natural resources. The rights of local communities, including indigenous peoples (see section 2.10.), to land, forests and water must be recognised and protected. Business activities must be aligned with relevant UN agreements, in particular the UN Declaration on the Rights of Indigenous Peoples (UNDRIP), the UN Guiding Principles on Business and Human Rights, and the United Nations Sustainable Development Goals (in particular SDG 6 and SDG 15).

# 3. ENVIRONMENT & RESOURCES

## 3.1. ISO 14001

Our integrated management system includes certification to ISO 14001. Our business partners should also have an environmental management system or comply with a relevant standard. An external audit is strongly recommended, but is not mandatory.

## 3.2. ENERGY EFFICIENCY AND EMISSIONS

As a company with our own production facilities, we are mindful of our responsibility regarding our energy consumption and emissions. We therefore use energy generated by our own solar panels, source 100 per cent green electricity, and measure and analyse our Scope 1, Scope 2 and Scope 3 emissions. Particularly with regard to the last point, we aim to improve continuously, to refine our Scope 3 emissions on an ongoing basis so that we can report on them with ever greater accuracy, and to reduce these emissions continuously.

We therefore expect our suppliers to use energy efficiently and to reduce emissions. This includes recording, monitoring and minimising energy consumption, as well as greenhouse gas and air pollutant emissions, through the use of appropriate technologies and processes. Business activities must be aligned with relevant international agreements, in particular the Paris Agreement. Suppliers undertake to implement appropriate measures to improve energy efficiency, utilise renewable energy and reduce their environmental impact.



### 3.3. CLIMATE PROTECTION, CLIMATE RISKS AND CLIMATE RESILIENCE

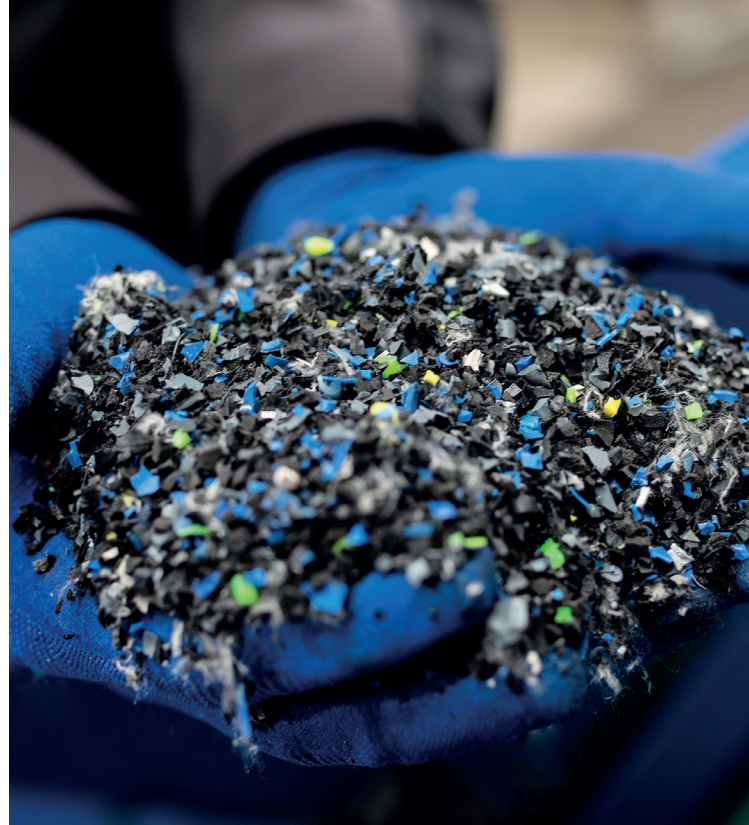
Suppliers undertake to contribute actively to climate protection, to identify climate-related risks and to make their business operations resilient to the impacts of climate change. This includes measuring and reducing greenhouse gas emissions, integrating climate risks into risk management, and developing and implementing measures to strengthen climate resilience. Business operations must be aligned with relevant international agreements, in particular the Paris Agreement. We expect suppliers to promote climate-friendly technologies and to contribute to long-term adaptation to climate-related changes.

### 3.4. RESOURCE CONSERVATION

In our business operations, we are constantly striving to reduce material usage, utilise recycled materials, and reuse production waste, thereby utilising resources as efficiently as possible. We do all this whilst ensuring that our quality standards remain uncompromised. To ensure this approach is carried through our supply chains, we also expect our suppliers to commit to resource-efficient production techniques.

### 3.5. AIR QUALITY

ATLAS suppliers undertake to protect air quality and minimise harmful emissions. Business activities must be aligned with relevant UN agreements, in particular the Paris Agreement and the United Nations Sustainable Development Goals (in particular SDG 3: Good Health



and Well-being and SDG 13: Climate Action). Suppliers shall ensure that all applicable environmental laws are complied with and that best practices for reducing emissions are applied.

### 3.6. SOIL QUALITY

Where applicable, our suppliers shall protect soil quality and avoid any harmful impacts from their business activities. In particular, they shall prevent soil contamination, erosion and degradation through appropriate measures and ensure the sustainable management of chemicals, waste and agricultural practices. Business activities must be aligned with relevant UN agreements, in particular the United Nations Sustainable Development Goals (notably SDG 2: Zero Hunger and SDG 15: Life on Land) and the UN Guiding Principles on Business and Human Rights. Suppliers shall take appropriate measures to maintain the long-term fertility and functionality of soils and, where possible, to restore degraded land.



### **3.7. BIODIVERSITY, LAND USE & DEFORESTATION**

Where applicable, our suppliers shall protect biodiversity, ensure sustainable land use and prevent deforestation. Negative impacts on ecosystems must be minimised, natural habitats must be preserved, and illegal and unsustainable deforestation must be strictly prevented. Business activities must be aligned with relevant UN agreements, in particular the Convention on Biological Diversity (CBD), the Paris Agreement on Climate Change and the United Nations Sustainable Development Goals (SDGs). Suppliers shall take appropriate measures to promote biodiversity, prevent deforestation and – where possible – contribute to the restoration of degraded ecosystems.

### **3.8. WATER QUALITY, CONSUMPTION & MANAGEMENT**

Where applicable, suppliers undertake to use water resources responsibly, to protect water quality and to reduce water consumption as far as possible. Discharges of waste water must comply with applicable regulations and must not cause any adverse effects on the environment or local communities. Business activities must be aligned with relevant UN agreements, in particular the United Nations Sustainable Development Goals (SDG 6: Clean Water and Sanitation). Suppliers shall take appropriate measures to ensure efficient water use, prevent pollution and ensure sustainable management.

# 4. ETHICAL BUSINESS PRACTICES



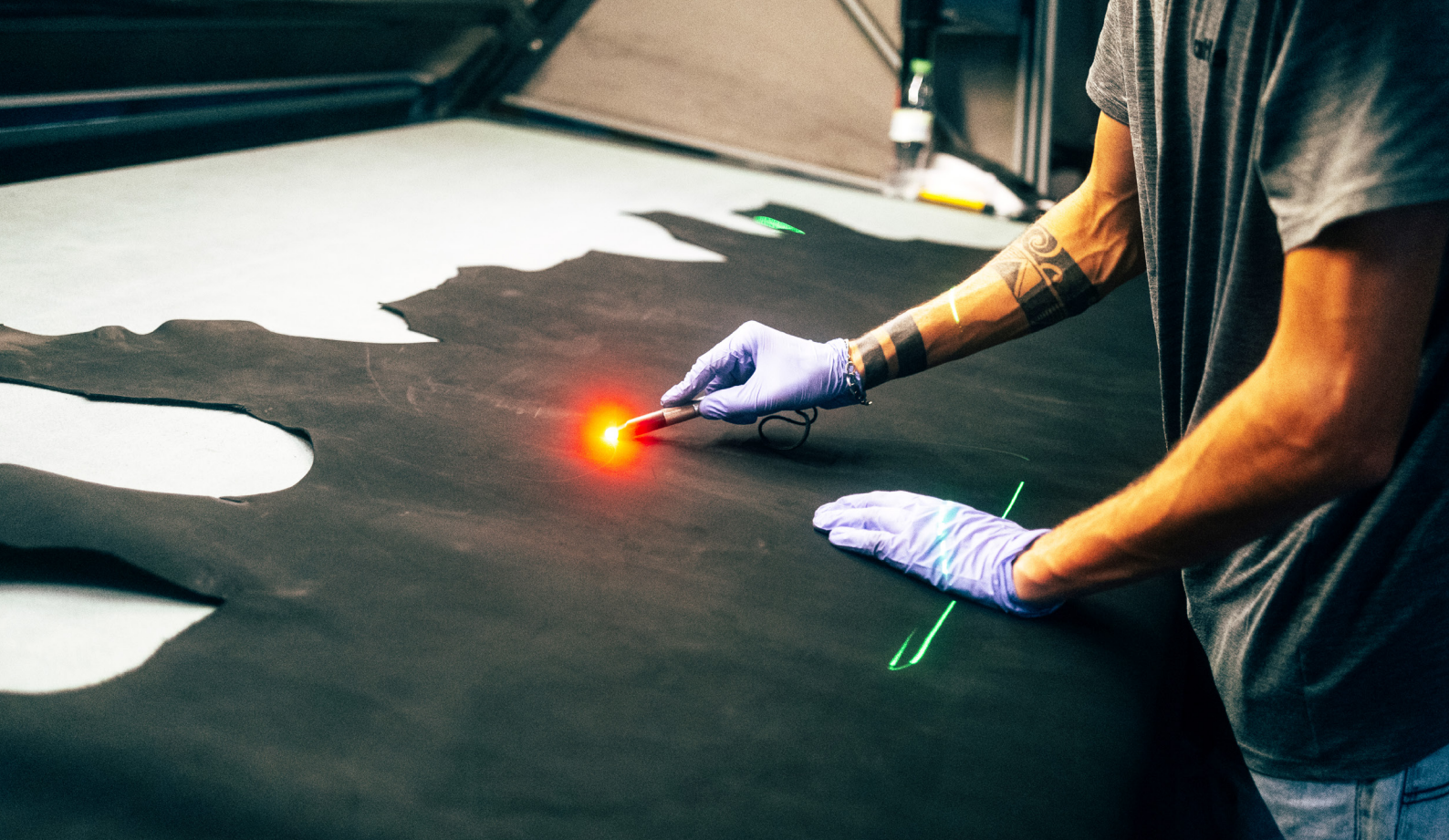
## 4.1. INTEGRITY, ANTI-CORRUPTION & FAIR COMPETITION

We are committed to combating corruption and conduct our business without resorting to corrupt practices, including bribing public or private officials or paying kickbacks to such persons. Our policy on supplier and customer relations prohibits our employees from accepting money from suppliers and sets strict limits on the acceptance of promotional items, personal gifts and hospitality. We expect our business partners to adhere to the same standards. When maintaining company records, our business partners ensure integrity, transparency and accuracy. They undertake to handle competitive data, protected company information and other intellectual property in an appropriate manner. They act with integrity and in

accordance with the law, and comply with legal requirements regarding fair competition, competition law and ethical and truthful marketing.

## 4.2. FINANCIAL RESPONSIBILITY

Our suppliers shall adhere to responsible, transparent and legally compliant financial practices. This includes, in particular, proper bookkeeping and the prevention of tax evasion, money laundering and other illegal financial activities. Business activities must be aligned with relevant international and UN-related standards, in particular the UN Conventions against Corruption and the UN Guiding Principles on Business and Human Rights. Suppliers must ensure that internal control systems are in place to safeguard financial integrity and effectively minimise risks.



#### **4.3. DEALING WITH CONFLICTS OF INTEREST**

Our corporate culture is based on integrity, transparency and fairness. We are committed to handling potential conflicts of interest responsibly, and expect the same from our business partners. All employees must report potential conflicts of interest immediately and openly, including financial interests, personal relationships and secondary employment. Our business partners make every effort to avoid or minimise conflicts of interest. This includes adjusting responsibilities or divesting financial interests. Their decisions are independent and objective. Personal interests never influence their business decisions. Their employees are also required to identify and report potential conflicts. Where conflicts are unavoidable, authorisation is required. All disclosures and measures taken are treated confidentially. Our business partners guarantee protection

and integrity. Adherence to these principles strengthens the trust of our stakeholders and safeguards our corporate reputation. By acting together, we safeguard our business.

#### **4.4. CONSUMER INTERESTS**

Our suppliers respect and protect the rights and interests of consumers. Products and services must be safe, of high quality and clearly labelled; misleading or unfair commercial practices are not permitted. Suppliers shall ensure that appropriate complaint and redress mechanisms are in place and that consumer interests are taken into account on an ongoing basis.



# 5. IMPLEMENTATION

## 5.1. INTEGRATION & MANAGEMENT SYSTEM

Suppliers undertake to effectively implement the requirements set out in this Supplier Code of Conduct and to integrate them into their business processes. This includes establishing appropriate management systems, carrying out regular risk analyses, and implementing preventive and corrective measures. Suppliers shall ensure that training, monitoring, documentation and transparent reporting take place and shall grant – where necessary – appropriate rights of audit and inspection. We recommend that our business partners establish a management system that supports the content of this Code of Conduct. It should be designed to ensure (a) compliance with applicable laws, regulations and customer requirements relating to the business partners' operations and products, (b) compliance with this Code of Conduct, and (c) the identification and minimisation of operational risks in the areas covered by these requirements. Any material breach of the aforementioned obligations shall be regarded as a breach of contract by the business partner. Where possible, we shall give the business partner the opportunity to implement appropriate remedial measures and thus continue the cooperation under improved conditions.

## 5.2. COMMUNICATION AND ENFORCEMENT IN THE SUPPLY CHAIN

The business partner shall communicate the contents of the Code of Conduct to employees, contractual partners and, where applicable, other third parties. The business partner shall encourage its own business partners to apply the Code of Conduct. It shall support its partners in structuring their own supply chains in such a way that human rights and labour rights are respected and working conditions are continuously improved. It must be clear to the contractual partner that compliance with the Code of Conduct is guaranteed in principle. For legal reasons, the disclosure of trade and business secrets, or information relating to competition or other information worthy of protection, is excluded from this.

We look forward to a fruitful partnership, which we intend to continue in a responsible manner, taking care of both people and the environment.

Hendrik Schabsky  
CEO

If you suspect a breach of the Code of Conduct, you can submit a complaint via our complaints system at [www.atlasschuhe.de/hinweisgebersystem](http://www.atlasschuhe.de/hinweisgebersystem).

We confirm that we have received the ATLAS Supplier Code of Conduct and have taken note of its contents, and we undertake to incorporate the principles set out herein into our business processes and to comply with them.

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Date

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Signature

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Company stamp

For the sake of readability, the masculine form is predominantly used in this text; however, it applies equally to all persons.

