

# THIRD PARTY POLICY

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## Contents

1. SCOPE .....	3
2. COMMISSIONING OF SUPPLIERS, SUBCONTRACTORS, SALES AGENTS AND OTHER THIRD PARTIES .....	3
3. GENERAL REGULATIONS FOR DEALINGS WITH THIRD PARTIES .....	3
3.1. Definition of Terms .....	3
3.2. Lawfulness .....	3
3.3. Reputation .....	4
3.4. Monitoring.....	4
3.5. Code of Conduct for Suppliers and Subcontractors .....	4
4. SPECIAL REQUIREMENTS FOR SALES AGENTS .....	5
4.1. Definition of Terms .....	5
4.2. Approval of Sales Agent Consulting Agreements.....	5
4.3. Compliance and Final Beneficiary Declaration .....	6
5. FURTHER INFORMATION & CONTACT .....	6
Appendix 1: Obligatory contract clauses for sales agent consulting agreements .....	8
I. Anti-corruption clause .....	8
II. Tax clause .....	8
III. Audit clause.....	8
IV. Compliance and Final Beneficiary Declaration .....	8
Appendix 2: Compliance and Final Beneficiary Declaration .....	9

## 1. SCOPE

This policy applies worldwide to all companies and employees<sup>1</sup> of the GEA Group. These include GEA Group Aktiengesellschaft and all companies that are affiliated with GEA Group Aktiengesellschaft in accordance with corporate law (hereafter "GEA").

## 2. COMMISSIONING OF SUPPLIERS, SUBCONTRACTORS, SALES AGENTS AND OTHER THIRD PARTIES

The success of GEA as a globally active company also depends, to a large extent, on trusting cooperation with suppliers, subcontractors, sales agents and other third parties. However, under certain circumstances, working with such third parties can potentially lead to significant compliance risks for GEA. Therefore, in the following general regulations are defined for dealings with third parties (Section 3: General Regulations for Dealings with Third Parties).

As can be seen from the public press coverage of corruption scandals in recent years, the employment of so-called sales agents is often used to channel monies out of companies or groups and pay bribes to decision makers of potential customers. For this reason, sales agents are a particular focus for prosecution authorities. Therefore, in addition to the general regulations, this Third Party Policy contains special regulations for the employment and treatment of sales agents (Section 4: Special Regulations for Sales Agents).

## 3. GENERAL REGULATIONS FOR DEALINGS WITH THIRD PARTIES

### 3.1. Definition of Terms

Within the meaning of this policy, third parties are to be understood as all business partners of GEA who are not customers. The term includes in particular sales agents, for whom special regulations also apply in addition to these general regulations (Section 4).

### 3.2. Lawfulness

The employment of third parties must always be carried out in accordance with relevant laws and all internal company policies. If it becomes known that a third party is in breach of applicable laws or the employment of third parties establishes particular compliance risks, then every GEA employee is obliged to notify the GEA legal department of the facts of the matter without delay. Further cooperation with the third party in these cases is only permitted following review and approval by the GEA legal department.

Concrete suspicious circumstances could include, for example:

- A third party claims a benefit for themselves or a third party.
- A third party requests an unusual or non-transparent method of payment, for example, a payment to a private account, a cash payment, etc.
- A third party violates applicable laws, for example, by operating in the field of personnel leasing without being able to present a corresponding approval.
- A suspicion of a conflict of interest arising with a third party, e.g. a family relationship between the third party and a customer's decision maker.

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<sup>4</sup>Where the term "employees" is used, this refers to all managers and employees regardless of gender.

### 3.3. Reputation

**If the employment of third parties could lead to damage to GEA's reputation, it is only permitted following prior discussion with, and approval from, GEA's legal department.**

In addition to selecting business partners based on their performance capability, their integrity, honesty and their reputation are also significant selection criteria to consider.

### 3.4. Monitoring

The employment of third parties can also result in the risk of sanctions for GEA. Therefore, it is not only necessary to ensure that GEA's behaviour is lawful, but also the conduct of third parties. This obligation is incumbent upon every GEA unit that enters into or maintains a contractual relationship with any third party.

### 3.5. Code of Conduct for Suppliers and Subcontractors

New contractual relationships with subcontractors and suppliers may only be established if the GEA **Code of Conduct for Suppliers and Subcontractors** becomes a constituent part of the relevant contract.

This is not necessary if the particular third party makes no more than EUR 10,000 net turnover with GEA in the course of a calendar year and individual orders to the third party do not exceed the sum of EUR 2,500, or if the third parties maintain their own compliance management system that substantially complies with the requirements of this policy. When concluding framework agreements, the turnover to be expected per calendar year with the particular third party applies in this respect.

## 4. SPECIAL REQUIREMENTS FOR SALES AGENTS

### 4.1. Definition of Terms

Within the meaning of this policy, sales agents are understood to include all companies or persons whose activities are aimed specifically at the award of contracts to GEA, or the sale of GEA's goods or services, or whose remuneration substantially depends upon the conclusion of business by GEA (commission recipients).

These include, in particular, intermediaries, sales agents in the narrowest sense (consultants), sales representatives, commercial agents (agents) and companies or persons abroad, whose employment is necessary according to the applicable national laws, to conclude legally effective contracts, perform services or to be able to establish businesses there (sponsors). Sales agents do not include members of the traditional advisory professions, in particular not lawyers, tax advisors and auditors.

### 4.2. Approval of Sales Agent Consulting Agreements

**All contracts with sales agents require prior approval by the GEA legal department via the Third Party Tool.** Sales agents may not engage in any activities for GEA prior to approval being granted and a sales agent consulting agreement being subsequently signed by both parties. Payments to sales agents are only allowed after the consulting agreement has been approved in the Third Party Tool and signed by both parties.

In order to ensure that all compliance matters regarding sales agent consulting agreements can be considered to a sufficient extent, the GEA legal department should be involved in decisions and in drafting sales agent consulting agreements as soon as possible.

Approval of sales agent consulting agreements will only be given if the following conditions are met:

- The sales agent's services stand in adequate proportion to his remuneration. The GEA unit that intends to conclude the consulting agreement with the sales agent, documents the adequacy of the sales agent's remuneration in writing and includes the documentation with the relevant request for approval of the sales agent consulting agreement.

- The services to be performed by the sales agent are described clearly in the consulting agreement and the sales agent is contractually obliged to substantiate his services in writing through continual email correspondence and regular reports (as a rule, at least every three months).
- The sales agent possesses relevant, proven expertise or market knowledge in the area of the services to be provided, which must be documented and attached to the request for approval of the sales agent consulting agreement.
- The sales agent is not closely related or acquainted to potential customers, which means, in particular, that the sales agent is not an employee of a potential customer and, furthermore, no conflicts of interest exist on the sales agent's part.
- Payment of performance-related remuneration to a sales agent will only be made if the activity of the sales agent has actually led to placing an order. Performance-related remuneration will only be paid if the order is actually placed by the customer and payments from the customer are received (pro-rata).
- Payments to sales agents are made exclusively by bank transfer to the sales agent's account listed in the sales agent consulting agreement, in the country where the sales agent has his place of business. Payments in cash or by check are not permitted.
- There are no indications of the sales agent's involvement in compliance-relevant matters that would prevent them from working with us.
- The contract with the sales agent must contain all contract clauses provided for in [Appendix 1](#) ("anti-corruption clause", "tax clause", "audit clause" and "compliance and final beneficiary declaration").
- The Code of Conduct for Suppliers and Subcontractors must be included in the consulting agreement with the sales agent.

More details on the documents and information required in the Third Party Tool as well as, for example, the maximum commission rates, minimum contract requirements, etc. that apply to sales agents can be found on the **GEA Intranet**.

Insofar as approval in the Third Party Tool is granted conditionally, the conclusion of the sales agent consulting agreement as well as any activity of the sales agent are only permissible after the conditions have been fully met. Distribution contracts with a term of more than one year require the contractual relationships to be reassessed regularly, which is automatically triggered by the Third Party Tool.

### **4.3. Compliance and Final Beneficiary Declaration/Documentation**

According to the above regulations, every sales agent is obliged to submit a compliance and final beneficiary declaration upon signing the contract and once a year thereafter. A corresponding template of such a declaration can be found in Appendix 2. The GEA entity that has concluded the consulting agreement with the sales agent is responsible for obtaining the declaration.

A copy of the collected Compliance and Final Recipient Declaration(s) and the contract signed by both parties must be saved in the CRM Tool.

## 5. FURTHER INFORMATION & CONTACT

You can find more information about the GEA compliance program here:

<https://www.gea.com/de/company/investor-relations/corporate-governance/compliance/index.jsp>

On the **GEA Intranet**, GEA employees can find the GEA Code of Conduct and GEA Group Policies, such as the Integrity Policy, the Competition Policy and the Third Party Policy, as well as other regulations that are important for the employment relationship.

For questions regarding all compliance matters, please contact:

**GEA Group Aktiengesellschaft**  
**Legal and Compliance (G-LC)**  
**Compliance & Principle Legal Matters**  
**Peter-Müller-Str. 12**  
**40468 Düsseldorf**  
[compliance@gea.com](mailto:compliance@gea.com)

### Revision History

Date	Review and Revision
1 June 2020	Review without changes
1 June 2021	Review without changes
6 April 2022	No requirement to make the Code of Conduct for Suppliers and Subcontractors part of the contract for suppliers and subcontractors, if the contract partners maintain a Compliance Management System (CMS) that substantially complies with the requirements of the Third Party Policy; Approval requirement for sales agents contracts explicitly via the Third Party Tool (TPT); Explicit prohibition on sales agents acting prior to approval of the contract and on payments to them prior to contract approval; Obligation to store the Yearly Compliance- and Final Beneficiary Declaration in the CRM tool.

## **Appendix 1: Obligatory contract clauses for sales agent consulting agreements**

According to Section 4.2 of the Third Party Policy, the following clauses are mandatory requirements in consulting agreements with sales agents in line with the Third Party Policy:

### **I. Anti-corruption clause**

The SALES AGENT is obliged to observe all applicable laws and other requirements in the fulfilment of his duties under this agreement. Furthermore, the SALES AGENT shall ensure that his employees or contractors are also obliged to the corresponding extent and shall monitor and ensure compliance with this obligation by his employees or contractors. In particular, the SALES AGENT, his employees or contractors may not directly or indirectly provide unlawful payments to officials, the COMPANY'S contract partners or its employees for the fulfilment of this agreement.

Further, the SALES AGENT, his employees or contracted business partners may not make gifts or provide other benefits in violation of individually applicable laws, in particular any laws for the prevention of corruption.

With his regular activity report the SALES AGENT shall report all benefits from the SALES AGENT to third parties to the COMPANY as well as benefits received by the SALES AGENT, his employees or contractors from third parties within the context of this agreement.

The SALES AGENT confirms that he is or was neither directly nor indirectly active on behalf of customers of the COMPANY. The SALES AGENT shall also neither directly nor indirectly act for the customers of the COMPANY in the future during the term of this agreement.

In the event of violation of this anti-corruption obligation or the following tax and audit clauses the COMPANY has a right to sue for damages against the SALES AGENT. The SALES AGENT shall indemnify the COMPANY against all claims by third parties arising as a result of violation of this anti-corruption obligation or the following tax and audit clauses by the SALES AGENT. Furthermore, under these circumstances the COMPANY may terminate this agreement with immediate effect.

### **II. Tax clause**

If a contractual relationship between the COMPANY and the SALES AGENT is the subject of an official tax audit or preliminary investigation at any time then the SALES AGENT shall provide the COMPANY at its request a written declaration that reveals whether, to what extent, when, by which tax authority and under which tax number the SALES AGENT has to pay tax on the consultant's fee. At the COMPANY'S request the SALES AGENT shall provide a written confirmation from his tax consultant that the sales agent's fee received has been properly reported in the SALES AGENT'S tax declaration.

### **III. Audit clause**

If the contractual relationship is the subject of an official audit or preliminary investigation at any time (including, but not limited to, investigations under criminal or administrative law), the SALES AGENT shall supply the COMPANY at its request with all relevant information and in particular shall allow the review of all documents and papers that the COMPANY may require in regard to such investigations.

### **IV. Compliance and Final Beneficiary Declaration**

The compliance and final beneficiary declaration (Appendix) given by the SALES AGENT is an integral part of the anti-corruption clause of this agreement.

The SALES AGENT is obliged to renew this compliance and final beneficiary declaration at the request of the COMPANY through resubmission at regular intervals, but at least once a year.

## Appendix 2: Compliance and Final Beneficiary Declaration

From **[Enter the full name and address of the sales agent here]**  
(hereafter referred to as "SALES AGENT")

I hereby declare the following:

The SALES AGENT acts as a sales agent to the GEA-Group (hereafter referred to as the "COMPANY").

The SALES AGENT declares that he is the final beneficiary of the advice fee paid to him, i.e. in particular that this fee or parts thereof are not passed on to third parties and that the SALES AGENT shall properly and fully pay tax on it.

Within the context of the SALES AGENT'S activities for the COMPANY no additional unlawful payments or other unlawful benefits shall be provided to third parties, in particular not to public officials or employees of the COMPANY'S customers.

During the SALES AGENT'S activities for the COMPANY no applicable laws shall be breached, in particular no criminal laws.

Insofar as the SALES AGENT has already been active on behalf of the COMPANY in the past, all parts of this declaration shall also extend to the past.

By signing this agreement, the SALES AGENT declares that in the past he has not violated individual applicable anti-corruption laws during the fulfilment of his obligations for the COMPANY nor in any other context.

The SALES AGENT declares furthermore that he has never been subject to criminal proceedings of this sort in the past, for which any criminal sanction has been imposed by a state court against him.

The SALES AGENT acknowledges that this declaration may be used by the COMPANY for submission to the authorities. The SALES AGENT hereby already declares his consent for these purposes.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature of the SALES AGENT

\_\_\_\_\_  
Company seal

\_\_\_\_\_  
Print name and title