



CODE OF CONDUCT





contents

1. General principles / Mission	4
2. Code of Conduct	4
2.1 Compliance with Law and Law	4
2.2 Exclusion of corruption and competition violations.....	4
3. Anti-corruption laws.....	4
4. Compliance Policy	4
5. Illegal payments	5
6. Criminally relevant conduct.....	5
7. Competition and antitrust law.....	5
8. Gifts/advertising gifts	6
9. Conflicts of interest.....	6
10. Export control and trade restrictions.....	6
11. Fake parts	7
12. Product Compliance and Quality.....	7
13. Responsible sourcing in accordance with Supply Chain Due Diligence Act.....	7
13.1 Obligations in general	7
13.2 Scope of supply chain care	7
14. Business records.....	8
15. Protection of sensitive information.....	8
15.1 Sensitive information / Data protection	8
15.2 Intellectual property	8
15.3 Insider trading	9
16. Taxes	9
17. Timely remuneration.....	10
18. Risk management.....	10
19. Human rights	10
19.1 Human rights compliance in general	10
19.2 Human rights protections and prohibitions under the LkSG	10
19.3 Additional human rights standards.....	13
20. Environment	14



20.1	General.....	14
20.2	Environmentally-related protected goods and prohibitions under the LkSG ...	14
21.	Conflict minerals.....	16
22.	Whistleblower function.....	17
23.	Active code of conduct management by the supplier	17





1. General principles / Mission

Compliance with the highest ethical standards benefits all companies and society at large. We fully recognise and support this principle. We conduct ourselves ethically towards customers, suppliers, competitors, employees and other stakeholders. We recognize and respect the worldwide differences in cultures, legal traditions and local legal requirements. JK Defence requires compliance with these standards regardless of where it conducts its business. These are minimum standards.

2. Code of Conduct

2.1 Compliance with Law and Law

We comply with all laws and regulations applicable to our business, including applicable foreign laws and regulations in each individual case.

2.2 Exclusion of corruption and competition violations

JK Defence has a zero tolerance policy for corruption cases. Corruption is the abuse of power or influence entrusted to the public or private sector for private use and can lead to a number of crimes such as bribery and corruption, embezzlement, but also embezzlement, extortion or fraud.

3. Anti-corruption laws

Anti-corruption includes all activities to address corruption both preventively and reactively and to prevent it by all reasonable means wherever it can occur.

We comply with all applicable anti-corruption laws, policies and regulations, including extraterritorial and supranational ones, in our field of activity, regardless of any deviating local exercises. The prevention and, if necessary, detection of bribery and corruption is part of our duty of care.

4. Compliance Policy

The compliance guidelines set out in this Code of Conduct extend to our employees, but also to sub-suppliers, partnerships, joint ventures, sales agents of all kinds and compensation transactions. In the case of red flags, appropriate consequences must be drawn immediately in order to enforce the respective compliance policy. 'Red flags' means all situations in which there is a reasonable likelihood of a material breach of the compliance policy.



5. Illegal payments

With us, it is forbidden to offer customers, sub-suppliers or distributors illegal payments or other advantages or to accept or demand illegal payments or other advantages from them.

We implemented effective measures to prevent our employees from claiming, accepting, providing or promising material or intangible benefits, such as cash, vouchers, loans or customer contacts, in order to influence decisions or gain other benefits. This applies in particular as far as public officials, candidates for public office and political parties are concerned, and applies regardless of whether local laws expressly criminalize such conduct.

This also applies to expedited payments such as bribes or "facility payments" to public officials, which aim to speed up official measures to which a legal claim exists or to ensure preferential processing within official procedures.

Exceptions may apply to fees for accelerating procedures set out in official catalogues. Employees may be permitted to use them if and to the extent that a proper invoice or receipt is issued by the state in accordance with accounting standards. The use of such procedures should always be in consultation with the respective superior.

6. Criminally relevant conduct

All criminally relevant conduct, such as fraudulent conduct, deception, false claims with the aim of gaining an advantage for oneself or third parties, as well as fraud, theft and embezzlement, are prohibited.

7. Competition and antitrust law

Competition must not be unlawfully affected in any way. We neither openly nor implicitly enter into anti-competitive agreements nor take decisions which have as their object or effect the restriction of competition.

This includes, for example, price agreements, market and customer allocations or other sales restrictions. In addition, we undertake not to abuse a possible dominant position (for example, by discriminatory conditions vis-à-vis customers, inadmissible discount models or abusive pricing). Finally, the exchange of competitively sensitive information between suppliers is prohibited in principle. In particular, neither current nor future pricing information may be shared with competitors. In addition, the exchange of other delivery conditions, cost structures, future product strategies and research and development projects is prohibited. The above list is not exhaustive. JK Defence ensures that all relevant employees are sufficiently aware of competition and antitrust law.



8. Gifts/advertising gifts

In any business relationship, we must ensure that the offering or receiving of gifts or business favors (such as invitations) is permitted under applicable laws and regulations and that such exchanges do not violate the rules and standards of the recipient's organization and comply with market and traffic practices. Gifts and business favors for the benefit of public officials are not permitted.

Cash gifts or cash equivalents may not be offered or accepted. Employees and contributors must reject any gifts that may create the appearance of unduly influencing the supplier's business decisions.

9. Conflicts of interest

We must avoid all conflicts of interest. This includes avoiding, to the best of our knowledge, all situations that create the appearance of a potential conflict of interest. A conflict of interest is a situation in which the personal interests of an employee influence his/her professional decisions and activities. Such a conflict regularly exists if the employee carries out another activity that is incompatible with his/her work with us, as well as in cases in which an improper selection of the sub-suppliers by the employee takes place. Should a conflict of interest nevertheless occur or we specifically suspect such a conflict of interest, we will immediately notify all companies and persons potentially affected by the conflict of interest.

10. Export control and trade restrictions

JK Defence must take appropriate measures to ensure compliance with all import and export laws, policies and regulations applicable to us and our business, including our products. -rules, in particular sanctions and embargoes, are ensured at all times. This is achieved - without prejudice to mandatory legal requirements - by means of an appropriate internal compliance system, which includes written programs, controls and regular, at least annual training of all employees involved in export or import. Only recurrent tests and updated risk analyses keep this control system effective. In particular, trade in or the provision of services to sanctioned persons, companies or associations adversely affects international and global security interests. To prevent this, we therefore see it as a particularly important task, as sensitive penalties can result or even lead to the exclusion of markets.



11. Fake parts

We have installed appropriate methods and processes to eliminate the risk of delivery of counterfeit parts and materials. If such parts and/or materials are nevertheless discovered or suspected, we must notify the recipient immediately.

12. Product Compliance and Quality

JK Defence complies with all product safety and quality regulations (including environmental impact assessments) and all other product-related legal requirements. Our products and/or services must also comply with the respective contractual product safety and quality standards resulting from the customer's quality management requirements. At JK Defence, appropriate quality assurance processes, product compliance and recall management systems are implemented in order to identify product defects and to be able to immediately initiate and implement the necessary corrective measures and corrective measures to eliminate and minimise risk.

13. Responsible sourcing in accordance with Supply Chain Due Diligence Act

13.1 Obligations in general

When providing our deliveries and services, we observe all relevant obligations under the Supply Chain Due Diligence Act (LkSG). Above all, we must respect human rights and environmental protections (see C. X. and C. XI.).

13.2 Scope of supply chain care

The supply chain within the meaning of the LkSG refers to all products and services of a company. It covers all the steps at home and abroad that are necessary for the production of the products and the provision of the services, from the extraction of the raw materials to the delivery to the end customer.

- the actions of a company in its own business area,
- the actions of a direct supplier; and
- the actions of an indirect supplier.

The company's own business area within the meaning of this Act covers all activities carried out by the company in order to achieve the company's objective. This covers any activity for the production and exploitation of products and the provision of services, regardless of whether it is carried out at a location at home or abroad. In affiliated companies, the parent company's own division includes a company belonging to the group if the parent company exercises decisive influence over the company belonging to the group.

Immediate supplier within the meaning of the law is a partner in a contract for the



supply of goods or the provision of services, the supply of which is necessary for the production of the company's product or for the provision and use of the service in question. Indirect supplier within the meaning of the law is any company that is not a direct supplier and whose supplies are necessary for the production of the company's product or for the provision and use of the service in question.

14. Business records

JK Defence has a system that permanently secures business records against loss and unauthorized access. These records must fully, accurately and truthfully reflect the transaction or event being documented. Permanent storage must comply with applicable legal requirements. Subsequent changes to such records are to be excluded and, insofar as they are exceptionally permissible, in any case sufficiently clearly and concretely marked.

15. Protection of sensitive information

15.1 Sensitive information / Data protection

We ensure that all personal sensitive, confidential and secret information is adequately protected. In particular, we use appropriate security procedures to protect such information and data from unauthorized or unintentional access, destruction, loss, alteration and/or disclosure. This includes obliging our employees to handle the information confidentially and in accordance with the law, as well as training them at the beginning of their respective activities and annually thereafter.

When processing the information, all applicable national and supranational regulations, in particular on data protection, must be strictly observed. JK Defence does not use information for purposes other than the business purpose for which it was collected, unless exceptionally permitted or required by law. Observed or suspected data protection violations or security gaps must be reported to supervisory authorities and/or data subjects immediately, insofar as this is required by law and/or contract.

15.2 Intellectual property

JK Defence complies with all applicable laws for the protection of intellectual property rights and trade secrets and takes appropriate measures to prevent infringement of intellectual property rights or trade secrets of third parties. Appropriate training must be completed by all employees at the beginning of their respective activities and must then be repeated annually.



15.3 Insider trading

We and our employees may not use the information received or otherwise received in the course of their business relationship if they thereby violate the insider trading prohibition under Article 14 of the EU Market Abuse Regulation. This provision prohibits, in particular, transactions concerning the purchase or sale of financial instruments in so far as inside information relating to the financial instruments to be acquired or disposed of is used (Article 8 of the EU Market Abuse Regulation). The prohibition shall also apply where the transactions in question take the form of cancellation or modification of an order in relation to a financial instrument to which the information relates. Unauthorised disclosure or disclosure of inside information is also prohibited (Article 10 of the EU Market Abuse Regulation).

Insider information in the above sense is not publicly known precise information which directly or indirectly concerns one or more issuers or one or more financial instruments and which, if it were made public, would be likely to have a significant effect on the price of those financial instruments or the price of related derivative financial instruments.

Information is capable of significantly influencing the price of the financial instruments concerned (or the price of related derivative financial instruments) if a reasonable investor would take the information into account in its investment decision. Typical inside information includes (i) inventions, discoveries, patents, licenses, (ii) acquisition and takeover bids, (iii) the unexpected change of auditors, (iv) the appointment or resignation of key persons such as members of the board of directors, and (v) legal and administrative proceedings against the issuer of a financial instrument.

No inside information, on the other hand, is rumors, opinions and value judgments without any factual basis. General market information, such as economic data, commodity prices, tariffs, legislative proposals and interest rate decisions by central banks, is also not inside information.

Training on the insider trading ban must be completed by all employees at the beginning of their respective activities and must be repeated annually thereafter.

16. Taxes

JK Defence ensures that they comply with all applicable tax laws and regulations in the countries in which we operate. It must also act in an open and transparent manner vis-à-vis the tax authorities. In order to effectively prevent tax evasion, we take all appropriate measures, in particular we set up effective controls (for



example, release processes, such as the four-eyes principle) and in the event of concrete suspicions of misconduct, we immediately initiate internal investigations.

17. Timely remuneration

We maintain a contractually compliant payment behavior in accordance with the respective contractual payment terms that we have agreed with our business partners and employees.

18. Risk management

We actively manage risks and do not inappropriately pass on risks to subcontractors or third parties. Risk management refers to the systematic recording and evaluation of risks for the business operations of a company. It helps companies identify operational, legal and procedural risks and mitigate them through preventive measures.

19. Human rights

19.1 Human rights compliance in general

JK Defence conducts business in a way that respects human rights, treats working people with dignity, and promotes fair employment practices. We identify risks and actual adverse impacts on human rights in order to take appropriate steps to prevent, remedy or minimise the adverse impacts.

19.2 Human rights protections and prohibitions under the LkSG

In addition, we observe – also along our supply chain – the human rights protections and prohibitions referred to in § 2 LkSG; These include, in particular, the conventions listed by reference in § 2 LkSG and its annexes Nos 1 to 11 and the protected goods referred to therein.

Accordingly, a human rights risk within the meaning of the LkSG must be excluded, i.e. a situation in which, on the basis of factual circumstances, there is a sufficient likelihood of a breach of one of the following prohibitions:

a) The prohibition of the employment of a child under the age at which compulsory schooling ceases under the law of the place of employment, provided that the age of employment is not less than 15 years; this shall not apply if the law of the place of employment deviates therefrom in accordance with Article 2(4) and Articles 4 to 8 of Convention No 138 of the International Labour Organisation of 26 June 1973 on the Minimum Age for Admission to Employment (BGBl. 1976 II p. 201, 202).



b) The prohibition of the worst forms of child labour for children under the age of 18; This includes, in accordance with Article 3 of Convention No 182 of the International Labour Organisation of 17 June 1999 on the Prohibition and Immediate Action to Eliminate the Worst Forms of Child Labour (BGBl. 2001 II p. 1290, 1291):

- All forms of slavery or practices similar to slavery, such as the sale of children and child trafficking, debt bondage and servitude, and forced or compulsory labour, including the forced or compulsory recruitment of children for use in armed conflict;
- the use, communication or offering of a child for prostitution, the production of pornography or pornographic performances;
- the use, intermediation or offering of a child for illicit activities, in particular for the production and trafficking of drugs;
- work likely to be harmful to the health, safety or morality of children by its nature or because of the circumstances in which it is carried out.

c) Prohibition of the employment of persons in forced labour; this includes any work or service required of a person under threat of punishment for which he or she has not voluntarily made himself or herself available, for example as a result of debt bondage or trafficking in human beings; Excluded from forced labour are labour or services covered by Article 2(2) of Convention No 29 of the International Labour Organisation of 28 June 1930 on Forced or Compulsory Labour (BGBl. 1956 II, p. 640, 641) or by Article 8(3)(2) and (3) of the International Pact of 19. December 1966 on civil and political rights (BGBl. 1973 II p. 1533, 1534).

d) The prohibition of all forms of slavery, slave-like practices, serfdom or other forms of domination or oppression around the workplace, such as through extreme economic or sexual exploitation and humiliation.

e) The prohibition of non-compliance with the occupational health and safety obligations applicable under the law of the place of employment, if this creates the risk of accidents at work or work-related health hazards, in particular by:

- manifestly insufficient safety standards in the provision and maintenance of the workplace, workstation and work equipment;
- the lack of appropriate protective measures to avoid exposure to chemical, physical or biological substances;
- the absence of measures to prevent excessive physical and mental fatigue, in particular through inadequate work organisation in terms of working



hours and rest periods; or - insufficient training and instruction of employees.

f) The prohibition of contempt for freedom of association, according to which

- workers are free to form or join trade unions;
- the establishment, membership and membership of a trade union shall not be used as a ground for unjustified discrimination or retaliation;
- Trade unions are free and in accordance with the law of be allowed to work in the place of employment; This includes the right to strike and the right to collective bargaining.

g) The prohibition of unequal treatment in employment, such as on grounds of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, where this is not based on employment requirements; unequal treatment includes, in particular, the payment of unequal pay for work of equal value.

h) Prohibition of withholding a reasonable wage; the reasonable wage is at least the minimum wage fixed by the applicable law and is otherwise determined in accordance with the rules of the place of employment.

i) The prohibition of causing harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption which:

- significantly impairs the natural basis for the preservation and production of food;
- denies a person access to safe drinking water;
- complicates or destroys a person's access to sanitation facilities; or
- Damages the health of a person.

j) The prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters in the acquisition, development or other use of land, forests and waters the use of which secures a person's livelihood.

k) The prohibition of the commissioning or use of private or public security forces for the protection of the entrepreneurial project, if due to lack of instruction or control by the company in the use of security forces.

- the prohibition of torture and cruel, inhuman or degrading treatment is disregarded;
- body or life are injured; or
- freedom of association and association.



l) The prohibition of an act or omission going beyond the prohibitions listed above, which is directly liable to adversely affect a protected legal position in a particularly serious manner and the illegality of which is obvious on the basis of a reasonable assessment of all the relevant circumstances.

19.3 Additional human rights standards

We also comply with the following standards, both within our own business and along our supply chains:

- Employers should provide all employees with a written document stating their rights and obligations with regard to wages, working hours, social benefits and other terms and conditions of employment. The collection of identity cards, passports, work permits, etc. is omitted, unless this is required by applicable law. Employers must respect the right of employees to terminate their employment relationship after a reasonable period of notice (statutory, collective bargaining or employment law notice period) and to receive the entire salary owed. Employers must respect the right of workers to leave the workplace after their shift.
- In addition to the above-established prohibition of unequal treatment in employment, employers should promote a diverse and inclusive working environment in which employees are treated with respect, fairness and free from discrimination. Employers must ensure that employment, including recruitment, pay, benefits, promotion, termination and retirement, is based on skills rather than personal characteristics.
- Employers must provide their employees with a work environment that is free from physical, psychological, sexual and verbal harassment, intimidation or other abusive behavior.
- In addition to the prohibition of deprivation of reasonable wages referred to in X. 2. h) above, employers must pay their employees at least the minimum remuneration required by local law and provide all the services required by law. In addition to the payment of regular working hours, employees must be remunerated for overtime at the statutory supplement or, in countries where such laws do not exist, at least in the amount of their regular hourly wage. Suppliers shall not allow wage deductions as a disciplinary measure or other deductions not provided for in national law.



- In addition to the prohibition on non-compliance with occupational health and safety obligations under the law of the place of employment referred to in point X.2(e) above, employers must grant their employees regular working hours, daily and weekly rest periods and annual leave. Relevant laws or collective agreements apply. Employers must also ensure an appropriate occupational safety management system that optimally eliminates health and safety risks for employees in the context of the work to be carried out, as well as the routes to work and the workplace. Employers should take reasonable steps to ensure a hygienic working environment.
- In addition to the prohibition of non-compliance with the freedom of association referred to in X. 2. f) above, employers have the right to respect the right of workers to freely associate and communicate openly with management about working conditions without fear of harassment, intimidation, punishment, interference or reprisals. The rights of workers to exercise the statutory freedom of association shall be recognised and respected, including accession or non-accession to an association of their choice within the relevant national legal framework.
- Suppliers should have a complaints mechanism in place so that employees can raise a problem in the workplace or appeal against a disciplinary decision.

20. Environment

20.1 General

We conduct our business in such a way that we actively manage environmental risks in all our operations, products and supply chains. To this end, we maintain an appropriate environmental management system, including policies and procedures aimed at effectively managing environmental performance in terms of carbon neutrality, including the integration of environmental aspects into product design and service. We improve our energy, water and resource efficiency, minimize hazardous waste materials, ship goods in appropriate repackaging, promote reusable/recycled packaging materials, and manage our air emissions responsibly.

20.2 Environmentally-related protected goods and prohibitions under the LkSG

JK Defence observes – also along its supply chain – the environmental protected goods and prohibitions referred to in § 2 LkSG; this also includes the conventions



listed by reference in § 2 LkSG and its annexes Nos 1 to 11 and the protected goods mentioned therein.

Accordingly, an environmental risk within the meaning of the LkSG must be excluded, i.e. a situation in which, on the basis of factual circumstances, there is a sufficient likelihood of a breach of one of the following prohibitions: The prohibition of the manufacture of mercury-added products in accordance with Article 4(1) and Part I of Annex A to the Minamata Convention of 10 October 2013 on Mercury (BGBl. 2017 II, p. 610, 611) (Minamata Convention).

a) The prohibition of the use of mercury and mercury compounds in manufacturing processes within the meaning of Article 5(2) and Part I of Annex B to the Minamata Convention from the date of phase-out set out in the Convention for the relevant products and processes.

b) The prohibition of the treatment of mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.

c) The prohibition of the production and use of chemicals in accordance with Article 3(1)(a) and Annex A of the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants (BGBl. 2002 II p. 803, 804) (POPs Convention), as last amended by the Decision of 6 May 2005 (BGBl. 2009 II p. 1060, 1061), as last amended by Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on Persistent Organic Pollutants (OJ L 169, 26.5.2019 p. 45-77), as last amended by Commission Delegated Regulation (EU) 2021/277 of 16 June 2019 on Persistent Organic Pollutants (OJ L 169, 26.5.2019 p. 45-77). December 2020, OJ L 62, 23.2.2021, p. 1-3.

d) The prohibition of the non-polluting handling, collection, storage and disposal of waste in accordance with the rules applicable in the applicable legal system in accordance with Article 6(1)(d)(i) and (ii) of the POPs Convention.

e) The prohibition on the export of hazardous waste within the meaning of Article 1(1) and other waste within the meaning of Article 1(2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (BGBl. 1994 II p. 2703, 2704) (Basle Convention), as last amended by the Third Regulation amending Annexes to the Basel Convention of 22 March 1989 of 6 May 2014 (BGBl. II p. 306, 307), and within the meaning of Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste (OJ L 190, 12.7.2006 p. 1-98) (Regulation (EC) No 1013/2006), as last amended by Commission Delegated Regulation (EU) 2020/2174 of 19 October 2020 (OJ L 433, 22.12.2020 p. 11-19);



- to a Party which has prohibited the importation of such hazardous and other wastes (Article 4(1)(b) of the Basel Convention);
- to an importing State within the meaning of Article 2(11) of the Basel Convention, which has not given its written consent to the specific import if that importing State has not prohibited the importation of those hazardous wastes (Article 4(1)(c) of the Basel Convention);
- to a non-Contracting Party to the Basel Convention (Article 4(5) of the Basel Convention);
- to an importing State where such hazardous waste or other waste is not treated in an environmentally sound manner in that State or elsewhere (first sentence of Article 4(8) of the Basel Convention).

f) The prohibition of the export of hazardous waste from States listed in Annex VII to the Basel Convention to States not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006).

g) The prohibition of the importation of hazardous wastes and other wastes from a non-Contracting Party to the Basel Convention (Article 4(5) of the Basel Convention).

21. Conflict minerals

We ensure compliance with the Conflict Minerals Regulation (Regulation (EU) 2017/821) in accordance with Annex II of the OECD Guidelines for the supply of tin, tantalum, tungsten and gold. Compliance with the above-mentioned human rights and environmental standards also applies in the conflict minerals supply chain, in particular with a view to avoiding that:

- contributing to the financing of conflicts;
- accepted, profited from, contributed to or assisted in committing serious human rights violations (such as the widespread occurrence of sexual violence), war crimes or other serious violations of international humanitarian law, crimes against humanity or genocide in the extraction, transport and trade of minerals;
- accepting direct or indirect support to non-state armed groups (including sourcing minerals from, making payments to, and providing logistical support or equipment to non-state armed groups);
- goods purchased directly or indirectly from non-governmental armed groups;
- there is money laundering in relation to minerals; and



- in connection with the the supply of minerals offered bribes, the origin of conflict minerals disguised or inaccurate representations of taxes, levies or royalties paid, and such levies are handed over to governments if necessary.

In particular, we ensure the traceability of the delivery of the conflict minerals tin, tantalum, tungsten and gold by informing our respective contractual partner about all market participants within the supply chain. We also share any other material information about the relevant circumstances in the supply chain with our respective contractors, such as the country from which the minerals originate, the quantity imported and the time of extraction, the names and addresses of their sub-suppliers, as well as, in the case of minerals originating from conflict-affected and high-risk areas, the mine from which the minerals originate, the place where the minerals are merged, traded and processed, and the taxes, duties and fees paid.

On the other hand, suppliers of metals must provide information on the name and address of the smelters and refiners in the supply chain and, where applicable, reports from third parties for auditing, records of test reports or proof of compliance.

22. Whistleblower function

We have opened a reporting channel for employees and third parties to voice legal or ethical concerns without fear of retaliation, including the ability to report anonymously.

It shall be ensured that the reporting person is informed of the processing and the result within three months of the reporting of the reporting person, provided that, in the case of anonymous reporting, this is made possible by the reporting person.

any disadvantageous measure, or Disciplinary action against the reporting person in connection with the processing of such notices shall be omitted.

23. Active code of conduct management by the supplier

JK Defence is committed to comprehensive policies and integrity programs and to promoting effective practices within its business areas to implement the following principles:

- Promote understanding and adherence to the Company's integrity policies in accordance with the Industry Code of Conduct through appropriate communication and training.



- Encourage employees, management and officers to report any specific concerns they have regarding compliance with the Company's integrity policies in accordance with the Principles without fear of personal consequences.
- the application of appropriate and proportionate penalties for proven infringements. The will to constantly improve processes.

