



1. Purpose of this Code of Conduct for Suppliers

Commitment to Compliance

Lilium GmbH, together with all of its subsidiaries and affiliates controlled by it (collectively “**Lilium**” or the “**Company**”) maintains the highest level of professional and ethical standards in the conduct of its business. Lilium places great emphasis on its reputation for honesty, integrity, and high ethical standards, and is committed to working with Suppliers that share these values.

This Code of Conduct for Suppliers (the “**Code**”) sets forth Lilium’s expectations of, and requirements for, all non-Lilium companies that supply goods, hardware, services, commodities, software, and/or technology to Lilium (each a “**Supplier**” and collectively “**Suppliers**”).

GENERAL DISCLAIMER

Suppliers are expected to adhere to all provisions of this Code. In the event of a conflict between this Code and the terms of a Supplier’s agreement with Lilium or an applicable law or regulation, Suppliers shall first adhere to applicable laws and regulations, then the terms of the agreement, and then this Code.

2. General Principles

Lilium requires its Suppliers:

- To act honestly, responsibly, and fairly.
- To comply with all applicable laws and regulations, particularly all applicable laws and regulations regarding anti-corruption, fraud and deception, conflicts of interest, competition, global trade controls, money laundering, taxes, insider trading, intellectual property, and data protection, as set out in more detail below (Section 3).
- To comply with the quality control expectations set out in more detail below (Section 4).
- To comply with the standards on corporate sustainability set out in more detail below (Section 5).
- To ensure that the requirements and expectations set out in this Code are observed by their directors, managers, officers, and employees.
- To implement monitoring, record-keeping, and enforcement procedures to ensure compliance with applicable laws, regulations, and the requirements and expectations set out in this Code, including by their suppliers.

- To inform Liliium of any instances that might constitute a violation of this Code, law, or regulation in connection with Liliium’s business; to investigate and appropriately remediate alleged violations; and to cooperate with Liliium in the investigation of such violations in line with the requirements set out in more detail below (Section 6).
- To implement adequate measures in their organization to prevent violations of applicable laws and regulation or the principles set out in this Code (i.e. implementation of adequate internal compliance program).

3. Compliance with Applicable Laws

Suppliers must comply with all applicable laws and regulations, including the laws and regulations of all countries where the Supplier operates or provides services.

3.1 Anti-Bribery and Corruption

Suppliers must comply with the anti-corruption, anti-bribery, and anti-kickback laws, directives, and regulations in the countries in which they do business, regardless of any local customs. This also includes compliance with anti-corruption laws that may have extra-territorial application.

No bribery of Government Officials

In particular, in connection with their activities for Liliium, Suppliers must never offer, promise, provide, or authorize giving anything of value to a Government Official or their family members – directly or indirectly – in exchange for an improper business advantage.

- **Government Officials** include, without limitation: any officer, agent, employee, or any person acting for or on behalf of: (1) a government, including any legislative, executive, administrative, or judicial branch of such government; (2) any department, agency, or instrumentality of a government, including wholly or majority state owned or controlled enterprises (i.e., state-owned or state-controlled airlines) and public utilities; (3) any private-sector enterprises serving as public administrators (e.g., TÜV); (4) any public international organization, such as the United Nations or World Bank; (4) a political party; or (5) any candidate for political office.
- **“Anything of value”** is interpreted broadly to mean any direct or indirect benefit, considered from the recipient’s perspective. Things of value include both tangible and intangible items, such as cash or gift cards, gifts, free business or employment opportunities, consulting arrangements, discounts/rebates, travel, entertainment, charitable donations, or political donations.

- **Improper payments take many forms.** The term improper payment applies to: (1) anything that has value or is perceived to have value to the recipient; and (2) is used or intended to obtain or retain an improper business advantage.

No bribery in the private sector

Suppliers must never offer, promise, provide, or authorize giving anything of value to a private business or representative of a private business to secure or retain an improper business advantage, or if the Supplier knows or has reason to believe that the recipient is prohibited from accepting such a benefit. Suppliers may not offer any improper incentive to any director, officer, employee, or such person's family or friends to obtain, retain, or influence Liliium's business.

No requesting or accepting bribes

Additionally, in connection with their activities for Liliium, Suppliers must never request or accept anything of value in exchange for improperly obtaining or maintaining a business relationship, or granting business or a business advantage.

Appointment of third-party intermediaries to perform work on behalf of Liliium

Suppliers may not appoint third-party intermediaries (e.g., agents, consultants, distributors) to perform work on Liliium's behalf without written pre-approval from Liliium. Liliium expects Suppliers to work with reputable third-party intermediaries that adhere to the principles set out in this Code. Liliium expects Suppliers to conduct appropriate diligence on and monitor relationships with such third-party intermediaries to prevent and detect bribery and other violations of applicable laws and regulations.

3.2 Business Courtesies, Travel, and Accommodations

Liliium expects Suppliers to compete on the merits of their products and services. Suppliers must not use the exchange of business courtesies (i.e., gifts, meals, and entertainment) or travel and accommodations to gain an improper business advantage.

Business courtesies, travel, and accommodations must only be provided in connection with legitimate business activities. Suppliers must ensure that the offering or receipt of any business courtesy, travel, or accommodation expense is permitted by applicable laws and regulations, does not violate the rules and standards of the recipient's organization, and is reasonable, infrequent, and consistent with reasonable marketplace customs and practices. Suppliers must take particular caution where Government Officials are involved.

3.3 Fraud and Deception

Suppliers must not seek to gain an advantage of any kind by acting fraudulently, deceiving people, making false claims, or allowing anyone else representing them to do so. This includes defrauding, stealing, or any kind of misappropriation of property or information.

3.4 Conflicts of Interest

Suppliers must avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers must disclose in advance any relationship with a Lilium director, officer, employee, or any person working with Lilium that is, or might appear to be, a conflict of interest.

3.5 Antitrust

Suppliers shall not engage in any conduct that unlawfully restricts or may restrict competition.

No price fixing, market allocation, or bid rigging

- Suppliers must not unlawfully participate in agreements or arrangements with competitors to fix sales prices, allocate markets, or manipulate tenders (“bid rigging”).

No exchange of sensitive information

- Suppliers must not unlawfully exchange with competitors competitively sensitive information. Competitively sensitive information includes, in particular, confidential information on prices, volumes or terms and conditions of sale agreed with individual customers.

3.6 Global Trade Controls - import and export trade controls, sanctions and embargoes, and customs

Suppliers must ensure that their business practices comply with all applicable foreign trade and customs laws and regulations, including the following:

- *Import and export trade controls.* Laws and regulations governing the import, export and transfer of all goods, hardware, services, commodities, software, and/or technology (collectively, “**Goods**”).
- *Sanctions and embargoes.* Laws and regulations imposing sanctions, embargoes, or other restrictive measures.

For this purpose, Suppliers must have an appropriate global trade compliance program including documented guidance to ensure compliance with applicable trade and customs laws, adequate recordkeeping procedures, and mechanisms to prevent and detect violations.

Information to ensure continued compliance

Upon first request, Suppliers shall provide Liliium with information on the Supplier's global trade compliance program, as well as import and export classification data on all Goods supplied to Liliium pursuant to applicable import/export lists. In this regard, upon first request, Supplier shall complete Liliium's Export Control Form (LL-EC-1001).

Documentation, labelling, authorizations, tariffs, and duties

Suppliers must ensure that all documents required for the import/export of Goods are provided to the competent customs offices and administrative authorities, that all required licenses and authorizations are timely obtained, and that all customs, tariffs and duties are paid as legally required. Further, Suppliers must ensure that their products are labelled in accordance with applicable laws and regulations, including providing relevant export control and customs classification information on delivery documents.

3.7 Money Laundering

Suppliers must comply with applicable laws prohibiting money laundering. Suppliers must not engage in money laundering or facilitate money laundering by any other party.

3.8 Taxes

Suppliers must comply with applicable tax laws and regulations. Suppliers must not engage in tax evasion or facilitate tax evasion by any other party.

3.9 Insider Trading

Suppliers and their personnel must not use any material non-public information obtained in the course of their business relationship with Liliium as the basis for trading or for enabling others to trade in the stock or securities of Liliium N.V.

3.10 Intellectual Property

Suppliers must comply with all applicable laws governing intellectual property rights assertions, including protection against disclosure.

3.11 Data Protection, Cyber Security, and Confidential Information

Suppliers must comply with all applicable laws and regulations for the protection of personal data, particularly of employees, third-party business partners, and customers.

Suppliers must implement and maintain appropriate IT cyber security measures, including administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of Liliium's information, including, access management restrictions, risk management processes and procedures, identification and authorization measures, system and network security, security of data in transit and in rest, and incident response and notification plans. Supplier must provide Liliium with the information necessary to demonstrate appropriate IT cyber security measures.

Suppliers must not disclose Liliium's confidential information, including operational, financial, trade secret, or other business information externally without express authorization, and must exercise caution when sharing such information internally. Suppliers must also take care to prevent the unauthorized disclosure of Liliium's confidential information, including storing such information securely and being cautious when discussing this information in public settings.

3.12 Compliance

Suppliers must implement adequate measures, policies, and/or procedures to ensure compliance with applicable laws and regulations and principles in this Code. Suppliers must apply these or similar principles to their supply chain. Liliium reserves the right to evaluate and monitor Suppliers' compliance with this Code.

4. Quality Controls

4.1 Counterfeit Parts

Suppliers must develop, implement, and maintain effective methods and processes appropriate to their products to exclude the risk of counterfeit parts and materials being delivered. Effective processes should be in place to detect, report and quarantine counterfeit parts and materials and to prevent such parts re-entering the supply chain. If counterfeit parts and/or materials are detected or suspected, Suppliers must provide immediate notification to Liliium of such counterfeit parts and/or materials.

4.2 Product Safety and Quality

Liliium requires Suppliers to comply with all applicable laws and regulations on product safety and quality while delivering Goods to agreed product safety and quality standards. Supplier must have quality assurance processes in place to identify any defects and implement corrective actions.

4.3 Quality Organization

The Supplier must be able to demonstrate a transparent management structure that shows clear accountabilities and responsibilities, including the presence of an independent quality function empowered to act in the best interest of maintaining product safety and quality.

4.4 Quality Strategy

The supplier must define and implement a quality strategy based on preventive management where quality data is measured, analyzed, and continuous improvement is adequately funded.

5. Responsible Business Conduct

Lilium believes that responsible business conduct is a key factor for its long-term success. Lilium therefore requires that Suppliers adhere to the following standards:

5.1 Diversity, Equity, and Inclusion

Suppliers shall foster a diverse, equitable and inclusive work environment where employees are treated with respect and fairness. Suppliers are expected to provide equal employment opportunity to employees and applicants for employment without discrimination and comply with all applicable non-discrimination laws and regulations. Suppliers must ensure employment, including hiring, payment, benefits, advancement, termination, and retirement, is based on ability and not any personal characteristics.

5.2 No forced labor

Suppliers are prohibited from using forced, bonded (including debt bondage) or indentured labor or involuntary or exploitative prison labor, and are prohibited from engaging in slavery or trafficking of persons. As part of the hiring process and prior to employment, all employees must be provided with (i) a written explanation (e.g., employment agreement or offer letter) in their native language that contains a description of terms and conditions of employment and (ii) clear information about their rights, responsibilities, working conditions and wages. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per the worker's contract.

5.3 No harsh or inhumane treatment

Suppliers must ensure that their employees are not subject to harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual

abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse; nor is there to be the threat of any such treatment.

5.4 Freedom of association

In conformance with applicable laws and regulations, Suppliers must respect their employees' right to join or form trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Employees and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

5.5 Safe and hygienic working conditions

Suppliers must provide a safe and hygienic working environment, in particular to avoid accidents and injuries, and provide employees with health and safety training prior to the beginning of work and regularly thereafter. Additionally, Suppliers must minimize or eliminate, where reasonable, all hazards in the workplace and do so based on health and safety standards in the relevant industrial sector. Where hazards cannot be adequately controlled, workers are to be provided with appropriate, well-maintained personal protective equipment, and educational materials about risks to them associated with these hazards.

5.6 No child labor

Suppliers must not use child labor. The term "child" refers to any person under the minimum legal age for employment where the work is performed, and/or the minimum working age defined by the International Labour Organization, whichever is higher.

5.7 Payment, wages, and obligations

Suppliers must ensure their employees are rewarded adequately and in accordance with applicable laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Suppliers must ensure obligations to their employees under labor or social security laws and regulations arising from the regular employment relationship are not avoided.

5.8 Environmental protections

Suppliers must comply with applicable environmental laws and regulations and shall conduct their business in a manner that actively manages environmental risks across their operations, products, and supply chain.

5.9 Responsible sourcing of minerals

Suppliers must provide Goods made from materials that are sourced responsibly and support efforts to eradicate the use of any minerals that directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold and cobalt in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

5.10 Maintenance of accurate business records

Suppliers must employ appropriate controls to accurately and securely create, store, and maintain business records, and must comply with all applicable laws and regulations related thereto. Suppliers must maintain accurate, complete, and reasonably detailed records of all transactions related to their work with Liliium and provide copies of such records on request.

5.11 Protection of sensitive, confidential, personal, and proprietary information

Suppliers must ensure that all sensitive, confidential, and proprietary information is appropriately protected, and must comply with applicable data privacy and protection laws and regulations. In this regard, Suppliers must protect Liliium's sensitive, confidential, personal and proprietary information from unauthorized access, destruction, use, modification, and disclosure, through appropriate physical and electronic security procedures, including ensuring the confidentiality, integrity and availability of the information, mitigating emerging risks to information systems by implementing appropriate IT cyber security measures. Suppliers must report to Liliium any suspected, or actual data breach or security incident involving or suspected to involve Liliium's data.

5.12 Timely payment

Suppliers must be fair and reasonable in their payment practices and pay undisputed and valid invoices in a timely manner in accordance with agreed contractual terms.

5.13 Help and guidance

Suppliers must provide employees and third parties with access to adequate reporting channels to seek advice or raise legal or ethical concerns without fear of retaliation, including opportunities for anonymous reporting. Suppliers are expected to prevent, detect, and correct retaliatory actions.

6. Investigation and Reporting of Suspected Violations

6.1 Reporting Suspected or Actual Violations

If a Supplier learns of any alleged potential, suspected, or actual violation—or circumstances that might represent a violation—of this Code, law, or regulation in connection with Liliium’s business, the Supplier must immediately report the potential violation to Liliium’s General Counsel or Deputy General Counsel at Legal@Liliium.com, or through Liliium’s Compliance Reporting system at **Liliium.Integrityline.com**. Suppliers should provide enough detail so that Liliium can effectively investigate the concern.

Nothing herein is intended to prevent Suppliers from reporting potential violations of law or regulations to any governmental authority.

6.2 Duty to Investigate

If such alleged violation lies within the sphere of the Supplier, the Supplier is obliged to review the circumstances of the issue. If the suspicion is confirmed, the Supplier is obliged to take appropriate technical, organizational, and/or personnel measures to stop and address the violation without delay and, if this has not already been done, to take action to prevent such violations in the future. The Supplier must promptly inform Liliium in writing on the progress and outcome of the review and on any measures taken.

6.3 Duty to Cooperate

Suppliers have a duty to cooperate with Liliium in any investigation of potential violations of applicable laws or regulations, or this Code. This includes providing Liliium reasonable access to relevant books, records, information, and/or employees with knowledge of the potential violation.

6.4 Supplier Reporting Channel

Suppliers must provide a means for employees and others to report any alleged potential, suspected, or actual violation—or circumstances that might represent a violation—of this Code, law, or regulation without fear of retaliation.

7. Consequences of Non-Compliance

7.1 Termination, damages

A violation of this Code can lead to the termination of the business relationship with Liliium and/or claims for damages from Liliium as more fully described in Liliium’s agreement with the Supplier and Liliium’s General Purchasing and Service Terms and Conditions (if applicable).

Notwithstanding, in accordance with the German Supply Chain Act (LkSG), if a Supplier does not meet Liliu's expectations, Liliu will engage with that Supplier. The German Supply Chain Act promulgates the principles that staying and helping is better than cutting and running. In that regard, Liliu will first try to encourage the Supplier to come into line with Liliu's expectations before terminating business with the supplier. Liliu will only seek to immediately terminate relationships with Suppliers where there is a serious and incurable violation of applicable law.

7.2 Other consequences

In addition to contractual consequences, violations of applicable laws and regulations may trigger severe consequences, including, without limitation, fines and/or criminal prosecution.