

Code of Conduct of Feintool Group¹

Preamble

Feintool is a technology company with a global focus, specializing in fineblanking systems and in fineblanked and formed components.

The company's reputation and the confidence placed in it by customers, suppliers, business partners, shareholders and the public depends substantially on all employees behaving responsibly. Every Feintool employee undertakes to abide by statutory regulations, all mandatory requirements, and this Code of Conduct.

1. PRINCIPLES

1.1 Law-abiding conduct

For Feintool, the law must be respected. Each employee has a duty to respect the legal system under which he or she works. Our commitment to the principle of acting within the law applies regardless of whether or not this results in any benefit to Feintool. Every employee is personally responsible for complying with the laws in force in his or her area of work. All employees are strictly prohibited from allowing third parties to engage in illegal actions or from knowingly being a party to such actions.

Management must demonstrate a high degree of ethical competence. They are responsible for complying with and implementing this Code of Conduct. The company disapproves of any infringement of the law and will respond to such actions with internal disciplinary measures regardless of the hierarchical position of the employees concerned.

1.2 Responsibility for Feintool's reputation

In the performance of their duties, all employees must be mindful of Feintool's reputation.

1.3 Conduct toward employees

Feintool respects and protects the dignity of each employee. Feintool invests in its employees qualifications and skills. Feintool does not tolerate any discrimination, harassment or unfair treatment based on gender, race, disability, ethnic or cultural origin, religion, belief, age or sexual orientation. Feintool respects its employees' right to freedom of association under current laws.

Feintool treats its employees fairly and openly. Feintool expects all employees to be objective, courteous and fair in their dealings with colleagues, employees, and third parties.

¹ Feintool International Holding AG and all subsidiaries and affiliates. Feintool International Holding AG is a stock company listed on the SIX Swiss Exchange (ISIN CH0009320091).

2. AVOIDANCE OF CONFLICTS OF INTEREST

2.1 Shareholdings and second jobs

Staff are strictly forbidden from taking second jobs with companies which are in competition with Feintool or with customers or suppliers. An exception is made for second jobs which have no influence over Feintool's area of activities and which have been approved by Group Management. Shareholdings in competitors, suppliers or customers must be disclosed to Human Resources Management. This does not apply to shareholdings of less than ten (10) percent of the share capital in question.

2.2 Engagement of business partners for private purposes

To rule out conflicts of interest between the company and employees' private affairs, employees are strictly barred from hiring business partners closely involved in their area of duties for private purposes. Any exceptions require prior clearance from the employee's line manager and human resources manager.

2.3 Private and business expenditure

Expenditure for business and private purposes must be kept strictly separate. Business expenses are subject to the principle of clarity, transparency and provability (documentary evidence).

3. HANDLING OF INFORMATION

3.1 Documents

Records and reports (both internal and external) must be correct and factual. The principles of orderly bookkeeping and balance sheet accounting must be complied with. In particular, every accounting entry must be based on a documentary record which is true to the facts and all transactions must be recorded (i.e. "off-book" transactions will not be tolerated). All Feintool funds and assets must be recorded in the accounts; illicit funds are strictly prohibited. The production of records, files etc. involving the use of confidential company information is only permitted if undertaken in the direct interest of Feintool.

3.2 Confidentiality

Confidential company information must not be disclosed to or otherwise made accessible to third parties unless expressly authorized or unless the information in question is publicly accessible. This obligation to maintain confidentiality also applies after termination of the employment relationship.

3.3 Data protection and information security

Personal data may only be collected, processed or utilized to the extent necessary for defined, legal purposes. High technical standards must be set in relation to data quality and protection of data from unauthorized access. The use of data must be transparent for those concerned. The rights of the latter to information and rectification of errors must be safeguarded, as must – where applicable – their rights to lodge objections or have data blocked or deleted.

3.4 Insider information

Insider information means any unpublished information about Feintool or Feintool's business. The respective legal rules in force on insider trading apply.

Insider information is to be treated as strictly confidential, and must not be disclosed to third parties, even in abridged or summarized form. This also applies to the disclosure of passwords which provide access to electronically stored insider information. Disclosure of insider information to employees or external advisors is only permissible if the recipients need the information to perform their duties and have undertaken to treat the information as strictly confidential.

Employees are referred to the instruction by the Executive Board regarding Insider Trading of 22nd November 2007.

4. CONDUCT IN DEALINGS WITH BUSINESS PARTNERS AND THIRD PARTIES

4.1 Competition and antitrust law

Feintool International Holding AG respects fair competition. The company complies with current laws protecting and promoting competition, particularly current antitrust laws and other laws regulating competition. In competing for market share, Feintool is guided by the need to act with integrity. Every employee is obliged to comply with the rules of fair competition within the framework of the legal requirements. In particular, competitors are not permitted to divide up territories or customers, or to reach agreements or exchange information on prices/price components, delivery relationships and their conditions or on capacity or approaches to bidding. The same applies to exchanges of information on market strategies and stake-holding strategies. Agreements or exchanges of information on research and development projects are only permissible in exceptional, narrowly defined cases. The company's market position must not be illegally exploited in order to impose price discrimination, unsolicited deliveries of products, or refusals to deliver.

4.2 Relationships with suppliers and customers

Suppliers must be selected solely on the basis of objective criteria after comparing price, quality and performance and suitability. Agreements with customers and suppliers must be made in unambiguous form, and must be documented together with subsequent amendments and supplements. All employees must strictly comply

with the internal rules on the application of the dual control principle ("two pairs of eyes") and on the separation of executive and verification functions.

4.3 Gifts and other forms of consideration

Agreements, or ancillary arrangements relating to inducements or in the context of brokering, awarding, delivery, settlement and payment are not permissible. Employees are prohibited from offering, promising or granting employees, executive bodies, shareholders or agents of Feintool customers any advantages (money or other items of value or other advantages) in order to secure orders for Feintool. In this context, it is immaterial whether the advantages are given or promised to the recipient or to third parties or directly or indirectly through middlemen (agents, advisors, distributors etc.). Employees are also prohibited from accepting advantages in return for placing orders for the account of Feintool. Employees who allow themselves to be unfairly influenced by, or who attempt to exert unfair influence over, customers or suppliers will be subject to disciplinary measures regardless of any ensuing criminal prosecution.

Attempts by suppliers or customers to exert unfair influence over the decisions of Feintool employees must be reported to the line manager. Commissions and payments made to appointed dealers, representatives or advisors must be in an appropriate and justifiable proportion to their work. All commission and payments must be approved by Group Management in writing. Appointed dealers and agents or advisors may only be engaged on the basis of standard contracts approved by the Legal Department and only after the appointed dealer, agent or advisor has been vetted by the Legal Department and approved for conclusion of the contract. In the event of bribery and corruption, there must be a contractual provision for a right to terminate the contract without notice – subject to additional claims on the part of the employer.

Gifts and other favors of more than a merely symbolic nature must be declined. Such offers must be reported to the line manager.

4.4 Donations

In the interests of good corporate citizenship, Feintool may make donations in cash or in kind to causes in the areas of education and training, science, culture, and social welfare. Donations must always be transparent. Both the recipient and the specific use must be verifiable at any time. Feintool does not make donations to political parties.

5. PRODUCT QUALITY, SAFETY, AND SUSTAINABILITY

Feintool is guided by the principles of sustainability. We meet our customers' high expectations in terms of quality and safety, and implement necessary improvements to this end. To fulfill our responsibility toward future generations, we ensure that our products and manufacturing processes are sustainable in environmental, economic and social terms, and are always consistent with the

technological state of the art. If defects occur despite our best efforts, we act to rectify them in accordance with legal requirements and contractual obligations.

6. INDUSTRIAL SAFETY, HEALTH PROTECTION, FIRE PREVENTION, AND ENVIRONMENTAL PROTECTION

Feintool ensures the safety of staff in the workplace and offers a working environment conducive to health. It is the duty of all employees to avoid hazards posing a threat to human beings and the environment, to minimize environmental impacts, and to conserve resources. Processes, operating sites and facilities must comply with the applicable statutory and in-house requirements relating to industrial safety and health protection, fire prevention, and environmental protection. Feintool supports continuous development to improve the working environment and foster environmentally aware behavior on the part of all employees.

7. INFORMATION AND TRAINING

Every employee must be issued with a copy of this Code of Conduct and expressly informed of the rules it contains. If employees are unsure of the right course of action to take, they must discuss the matter with their line manager or the General Counsel. Feintool employees receive regular information and training on topical issues relating to this Code of Conduct.

8. REPORTING IRREGULARITIES

Every employee has the right to inform an Ombudsman of circumstances which point to an infringement of the rules contained in this Code of Conduct. Where appropriate, they can do so anonymously.²

The information will be investigated and – if necessary – remedial measures will be taken.

9. VIOLATIONS AND SANCTIONS

Deliberate misconduct and violations of current legal requirements and operating regulations will not be tolerated. Violations of the Code of Conduct will have consequences for the employment relationship and its continuation, and may lead to compensation claims. All infringements of rules will be investigated.

² Employees must approach an Ombudsman in accordance with Attachment 1. The Ombudsman will ensure that the report is forwarded to Feintool – if necessary in anonymous form – and that the latter follows up without delay.

10. **MONITORING**

Each business unit is responsible for ensuring compliance, in its own area, with the rules contained in this Code of Conduct and with other within the company. Management is required to ensure that breaches of the Code of Conduct and of rules issued subsequently are identified, pursued, and reversed. They will issue status reports to the General Counsel and Compliance Officer at regular intervals.

Attachment 1, Code of Conduct

OMBUDSMAN

All employees, customers and business partners of Feintool may contact the Ombudsman with regard to any questions or observations concerning the Code of Conduct of Feintool. As listed below, Feintool is providing an Ombudsman in each region of the world as a contact person.

The Ombudsman will take your message or question and forward it to Feintool as required. The Ombudsmen are all professional lawyers and therefore are subject to professional confidentiality. Any information provided to Feintool will be treated on an anonymous basis. Only upon the request of the informing person the Ombudsman can inform Feintool about the person's identity.

<u>Region</u>	<u>Ombudsman</u>
Switzerland	Rechtsanwalt Andreas Amstutz LL.M., Amstutz Greuter Rechtsanwälte Hallerstrasse 6, Postfach 5122, CH-3001 Bern Tel.: +41-31-306 99 99, Fax: +41-31-306 99 66, e-Mail: a.amstutz@amstutzgreuter.ch
Germany, EU	Rechtsanwalt Dr. Ulrich Goebel, Bird & Bird LLP, Pacellistr. 14, D-80333 München Tel.: +49-89-3581-6137, Fax: +49-89-3581 6011 e-Mail: ulrich.goebel@twobirds.com
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