

# RAIFFEISEN BANK INTERNATIONAL GROUP

## CODE OF CONDUCT for SUPPLIERS

(hereinafter referred to as “CoC”)

### INTRODUCTION

Based on RBI’s core values addressing business ethics, social and environmental commitments, RBI requires its Suppliers to adhere to the hereafter listed Principles (as defined below) which will apply to any contract entered between them (the “Contract”). The CoC shall apply to all RBI Suppliers that deliver goods, services or licenses to or on behalf of any of RBIs’ business units and subsidiaries. The Supplier shall do its utmost to implement these Principles throughout its whole supply chain. This CoC is not intended to replace the laws and regulations in force in any country where RBI operates. It seeks to encourage and respect these laws and regulations and ensures that they are faithfully and effectively enforced. The Supplier shall interact honestly, transparently and with mutual appreciation with RBI Group and its representatives.

### THE PRINCIPLES

#### **1. Economic Sanctions and Embargoes:**

In addition to the following provisions as detailed in sections 1 to 7 below, the Supplier shall check potentially applicable economic sanctions and embargoes (especially, but not limited to the laws and regulations of the European Union and any European Authority (e.g. European Banking Authority, European Central Bank, Single Resolution Board) and avoid anything in relation to the business relationship with RBI Group which might finally result in a breach of sanctions or embargoes by RBI Group.

#### **2. Underlying Principles**

The Supplier shall respect international climate targets as defined in the UN Climate Change Conference in Paris (COP21), internationally proclaimed human rights and shall avoid being complicit in human rights abuses of any kind. The Supplier shall respect the personal dignity, privacy and rights of each individual. Forced labor in all forms is forbidden. Furthermore, the Supplier shall adhere to all standards drawn up by the International Labor Organization (ILO).

#### **3. Social Responsibility Practices**

##### **3.1 Freedom of Association and Right to Collective Bargaining**

The Supplier shall seek to implement internationally recognized standards without violating national legislation. It shall ensure that its employees and representatives including temporary (agency) workers may openly express themselves in their company concerning matters related to their working conditions.

##### **3.2 Child Labour**

Child labour as defined by ILO-IPEC and Article 32 of the United Nations Convention on the Rights of the Child (UNCRC) is strictly prohibited.

If any child is found working at the premises of the Supplier, the Supplier shall immediately take steps to redress the situation in accordance with the best interests of the child.

##### **3.3 Diversity and non-discrimination**

The Supplier shall prohibit and fight negative discrimination based on account of a person’s age, ethnicity, race or colour, national origin, religion or belief, political or other opinion, gender, sexual orientation or disability, and shall promote diversity, equality of opportunity or treatment in employment and occupation. The Supplier shall treat all employees with respect and shall not use corporal punishment, mental or physical coercion, any form of abuse or harassment or threat of such treatment.

##### **3.4 Remuneration**

The Supplier shall provide remuneration according to national legal standard on minimum wage and avoid any wage deductions as disciplinary measure. Where no national legal standards exist, the remuneration shall be sufficient to meet basic needs (ILO C131 – Minimum Wage Fixing Convention).

### **3.5 Working Hours**

Working hours, including overtime, shall comply with applicable local laws. Where no national legal standards exist, ILO standards shall apply.

### **3.6 Occupational Health and Safety**

The Supplier shall provide its workers with a safe and healthy workplace and should implement effective programs to – where necessary – improve the working environment. The Supplier shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. The Supplier is encouraged to implement a Health & Safety Management System based on international standards such as OHSAS 18001 or similar.

## **4. Environmental Responsibility Practices**

### **4.1 Environmental Protection**

The Supplier shall act in accordance with relevant local and internationally recognized environmental standards and applicable local laws, whereby the highest standard shall be applied especially including ROHS (Restriction of Hazardous Substances) and WEEE (Waste from Electrical and Electronic Equipment). The Supplier shall minimize its environmental impact and should implement measures contributing to the protection of the environment. RBI expects the Supplier to follow the rules of circular economy during the whole product life cycle: conception, development, production, transport, use and disposal and/or recycling. The Supplier shall minimize or strive to avoid hazardous air emissions, energy consumption and CO2 emissions. In particular, the Supplier shall develop products and services that feature low energy consumption and CO2 emission reduction during the whole life cycle.

### **4.2 Waste- and Resource-Management**

The Supplier shall limit the use of materials and resources when sourcing or producing goods in order to minimize its environmental impact.

The Supplier is encouraged to track the source of conflict minerals, to promote transparency along its own supply chain and to put in place measures for this purpose. The use of rare resources shall be limited or avoided where possible. The waste produced by all its activities shall be identified, monitored and managed. The Supplier shall strive to reduce the waste. Waste treatment shall be in accordance with applicable environmental laws.

## **5. Business Integrity**

### **5.1 Anti-Corruption and Financial Crime Principles**

The Supplier shall refrain from any form of corruption or financial crime actions that could potentially be construed as such. The Supplier shall be aware any applicable laws (especially, but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act) and avoid anything in relation to the business relationship with RBI Group which might finally result in a breach of law by RBI Group.

Any potential or existing conflict of interest (e.g. close relationship, supplementary job) between supplier/ supplier employees and RBI must be disclosed immediately to RBI via the established communication channels.

The Supplier may not offer, promise or grant illegal benefits to national or international public officials or decision-makers operating in the private sector including but not limited to bank representatives in order to achieve a

preferential treatment or favorable decision; same applies when dealing with donations, gifts or invitations to business meals and events.

The Supplier may not allow itself to be promised or offered advantages and shall not accept the same if this may or shall create the appearance to the party bestowing the advantages that it can thus be influenced in business decisions. Likewise, the Supplier may not request advantages.

In order to ensure compliance with the Code for the duration of the Contract, Supplier shall provide on demand and at all time to RBI all elements requested to establish such compliance, and shall inform RBI, without delay, when it knows or has reason to know, of any failure to comply with the CoC by itself or any Third Party, as well as the corrective measures adopted to ensure compliance with the CoC.

A material non-compliance with the CoC may trigger a termination right of the Contract in accordance with its provisions.

## **5.2 Free Competition Principle**

The Supplier shall respect the rules of free and fair competition in all business relation, in particular not act against any competition and/or antitrust law. The Supplier does not take part in any collusive conduct, does not exchange or disclose any information with any third party related to any planned, running or pending procurement of RBI Group.

## **5.3 Sponsorship Principle**

All sponsoring measures by the Supplier must be in accordance with applicable local (national) legislation.

## **5.4 Political Contributions Principle**

The Supplier shall only donate money or grant any monetary benefits to any political party within regulation by local (national) law and in compliance with the local (national) law.

## **5.5 Anti Money Laundering and Counter Terrorist-Financing Principle**

Raiffeisen Bank International is committed to fully comply with all applicable EU directives and local (national) legislation. We reject doing business in a way that assists or facilitates tax evasion by our Suppliers or other third parties. We consider our Suppliers as an important pillar in our money laundering prevention and counter terrorist-financing efforts and expect as such that the Supplier shall take all measures to prevent money laundering and terrorist financing within its sphere of influence. For Suppliers that are legally obligated to implement such policies and procedures, the Supplier shall do so in full and adhere to such laws as amended from time to time.

## **5.6 Intellectual Property, Data Security and Data Protection**

The Supplier shall comply with the Non-Disclosure Agreement (or similar) concluded with RBI-Group-Members and adhere to all applicable intellectual property and data protection laws and all specific data protection and security requirements agreed to in the Contract.

## **6. Sub-contracting**

Supplier shall with best effort try to bind its contractors and/or subcontractors (hereinafter referred to as "Subcontractors") to the Principles of this CoC insofar as they are involved in substantial provisioning deliverables under the Contract. The Supplier shall with best efforts refrain from unreasonable usage of sub- contractors or any third parties for services under the Contract to evade applicable legal requirements and any of the standards set in the CoC.

The Supplier shall ensure that its suppliers undertake to:

- Promote and ensure compliance with the principles of this CoC by their suppliers and subcontractors
- Implement a monitoring system enabling them to prevent and deal with any risk having an environmental and/or social impact across the whole supply chain.

## **7. Compliance, Monitoring and Audits**

It is recommended, that the Supplier appoints a responsible person with the necessary mandate and resources to implement and follow up provisions of this CoC (including, e.g. ensuring that its employees understand and comply with these standards and monitoring its operation regularly to ensure compliance with the Code.)

Priorbank JSC on behalf of RBI might audit the Supplier's and in some cases subcontractors' compliance with the CoC and the information given by the Supplier. If the Supplier or subcontractors are in breach of the CoC, Priorbank JSC will initiate a dialogue and is entitled to require an implementation plan for improvements that will bring the Supplier and/or subcontractor back into full compliance with the CoC.

A material non-compliance with the principles of the Code by the Supplier may trigger a termination right of the Contract in accordance with its provisions, initiated by direct contractual Party of the Supplier.

The Supplier is solely responsible for any expenses incurred for complying with the CoC.

The Supplier should to proactively report to RBI Procurement (namely, to the direct contractual Party of the Supplier) any deviation from the Code.