

Code of Conduct

for Business Partners



Creation Date: 23. July 2024

Version: 1.0

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1. Basic understanding

- 1.1 The First Climate Group (hereinafter First Climate) supports companies and organisations in achieving their climate targets and provides all the necessary services and solutions from a single source. Generating positive climate benefits is at the core of our identity as a company committed to sustainability.
- 1.2 With this in mind, First Climate also conducts its business in the interests of sustainable development. First Climate complies with internationally recognised standards in environmental protection, occupational safety and health protection. First Climate undertakes to comply with applicable laws, rules and regulations and international treaties on transparency, anti-corruption and the prohibition of child labour. First Climate observes labour law and human rights as well as the principles of responsible corporate governance.
- 1.3 In addition, First Climate has set itself binding corporate values and standards for responsible and sustainable behaviour in a Code of Conduct.
- 1.4 This Code of Conduct for Business Partners of the First Climate Group formulates binding requirements for the business relationship between First Climate and its business partners.
- 1.5 Requirements for business partners
- 1.6 First Climate expects its business partners to comply with applicable laws and to support, adopt and implement the following environmental, social and corporate governance standards. These are based on the ten principles of the UN Global Compact, the Guiding Principles on Business and Human Rights and the UN Sustainable Development Goals. First Climate also expects its business partners to make every effort to implement these standards with their business partners and subcontractors.
- 1.7 First Climate has the right, either itself or through authorised third parties, to check and verify compliance with the aforementioned standards following notification.

2. Principles

- 2.1 When performing the services, the business partner shall comply with all relevant statutory provisions, regulations and official requirements, including tax regulations, and shall take into account the local conditions and commercial practices of the country concerned.
- 2.2 Respect for human rights, the protection of children, the prevention of violence, abuse and exploitation of any kind, non-discrimination and the promotion of equal rights for all genders must be ensured by the business partner when providing services, taking into account international standards and multilateral agreements, in particular international human rights agreements. The business partner must uphold the protected legal positions arising from the conventions for the protection of human rights.
- 2.3 The business partner also provides its services in compliance with applicable national and international environmental law, minimises greenhouse gas emissions and avoids any actions that could increase the vulnerability of the population and/or ecosystems to the effects of climate change. To protect the environment, the business partner shall in particular comply with the provisions of international agreements.
- 2.4 The business partner respects the privacy and confidential information of its employees and business partners and protects the data and intellectual property from misuse.

3. Human rights and employment conditions

- 3.1 The business partner respects human rights. It implements suitable measures to identify actual and potential human rights violations and take appropriate countermeasures.
- 3.2 Any unequal treatment of employees is not permitted. This applies in particular to unequal treatment based on national and ethnic origin, social background, health status, physical, mental or psychological condition, sexual orientation, age, gender identity, political opinion, religion or belief. The personal dignity, privacy and personal rights of each individual person must be respected. The payment of equal wages for equal work must be guaranteed. Exceptions may result from the requirements of employment.
- 3.3 The employment of children is prohibited. The respective local law is decisive for the minimum age. Occupations must not be harmful to health or development or interfere with schooling or vocational training. The worst forms of child labour within the meaning of ILO Convention No. 182 are prohibited for children under the age of 18.
- 3.4 All forms of forced labour, slave labour, slave-like practices and other forms of oppression, such as economic or sexual exploitation and humiliation, are prohibited, as is unacceptable treatment of employees, such as psychological hardship, personal insults, humiliation or mobbing. The business partner shall take appropriate measures to prevent sexual harassment in a professional context and refrain from inciting violence or hatred.
- 3.5 The business partner is obliged to comply with the occupational health and safety obligations applicable under the law of the place of employment. The business partner is responsible for a safe and healthy working environment and must take the necessary precautions against accidents and damage to health that may arise in connection with the work by setting up and applying appropriate occupational safety systems. Excessive physical or mental fatigue must be prevented by taking appropriate protective measures, particularly with regard to working hours and rest breaks. In addition, employees must be informed about applicable health and safety measures.
- 3.6 The business partner shall pay its employees an appropriate wage, in any case at least the minimum wage stipulated by the applicable law.
- 3.7 First Climate's business partners ensure that their employees are in possession of a valid work permit for the duration of the contract. Immigration regulations must be complied with.
- 3.8 The right of employees to freely organise and join trade unions must be respected. Employees of the business partner must be protected from discrimination and must not be discriminated against on the basis of their establishment, affiliation or membership of a trade union.
- 3.9 Security forces may only be commissioned and used if appropriate training and monitoring ensure that their deployment does not result in torture or cruel, inhuman or degrading treatment, that life and limb are not harmed and that freedom of association and union are not impaired.

4. Environmental regulations

- 4.1 The natural foundations of human life must be respected and protected. In particular, harmful soil changes, water pollution, air pollution, harmful noise emissions or excessive water consumption must be avoided if they significantly impair the natural basis for the preservation and production of food, impair access to safe drinking water or sanitary facilities or are harmful to health.
- 4.2 The acquisition, development or other use of land, forests and waters, the use of which secures a person's livelihood, may not be carried out by means of an unlawful forced eviction or unlawful seizure.

- 4.3 Applicable environmental regulations must be complied with, in particular the production, use, non-environmentally friendly handling, collection, storage and disposal of persistent organic pollutants are only permitted in accordance with the applicable laws. Prohibitions on the export of hazardous waste must be observed. This includes special waste with hazardous properties, such as explosive, flammable, toxic, infectious, corrosive or (eco)toxic substances. In particular, waste from the manufacture, preparation and application of biocides and pesticides may be included.
- 4.4 The business partner is committed to climate protection and implements appropriate measures to reduce greenhouse gas emissions. In doing so, it ensures the safe and environmentally friendly development and manufacture of its products as well as their transport, use and disposal. In particular, it promotes the development of products that minimise negative effects on climate change. This applies accordingly to the provision of services. Processes must be designed in such a way that the resources used are utilised efficiently, in particular through the use of energy-efficient and environmentally friendly technologies and the reduction of water consumption and waste volumes as well as emissions to air, water and soil.

5. Governance and compliance

- 5.1 The business partner shall comply with all applicable national and international laws and regulations, including antitrust law, trade control and sanction regulations.
- 5.2 Any form of corruption is prohibited. The business partner is obliged to take suitable and appropriate measures to prevent and combat corruption. The business partner is also obliged to immediately report confirmed cases and serious suspected cases of corruption and/or property offences such as fraud, embezzlement or breach of trust in connection with the execution of the order to First Climate's whistleblower system.
- 5.3 The business partner must not enter into a conflict of interest in connection with the business relationship with First Climate. A conflict of interest may arise in particular from economic interests, political affinities or national ties, relationships with family members or friends and other ties or interests.
- 5.4 The business partner shall refrain from accepting any benefits (gifts, hospitality, invitations or other advantages) and shall not accept any benefits from private business partners or public officials that are intended to influence business decisions or otherwise encourage them to violate their obligations or laws; this also applies to facilitation payments.
- 5.5 The business partner may not enter into agreements with one or more other companies to restrict competition and may not engage in anti-competitive business practices.
- 5.6 The business partner respects the privacy and confidential information of its employees and business partners and protects the data and intellectual property from misuse.
- 5.7 The business partner refrains from money laundering.

6. Duty to inform and right to information

- 6.1 The business partner shall implement an appropriate compliance management system that supports compliance with applicable laws and standards and compliance with this Code of Conduct.
- 6.2 As soon as the business partner becomes aware or has reasonable grounds to suspect that it, its employees, a third party working for it or subcontractors have violated the above-mentioned

principles of conduct or applicable law in the context of the contractual relationship or during its initiation, the business partner is obliged, insofar as this is legally permissible, to inform First Climate immediately, to assist in clarifying the matter and to provide First Climate with comprehensive information.

- 6.3 The business partner enables its employees or third parties to report concerns, misconduct or potentially unlawful practices in connection with the business partner's business activities openly or confidentially. The business partner carries out investigations on the basis of the reports and takes appropriate measures.
- 6.4 First Climate reserves the right to conduct audits or assessments itself or through third parties to verify compliance with the Code of Conduct.
- 6.5 In the event of non-compliance with these or comparable principles and standards by a business partner, First Climate reserves the right to critically review the continuation of the business relationship. Termination of the business relationship is a possible consequence of such a review.

7. Whistleblower system

- 7.1 If there is reasonable suspicion of a violation of this Code of Conduct, the First Climate whistleblower system is available.
- 7.2 The whistleblower system offers the following reporting channels:
<https://firstclimate.personiowhistleblowing.com>
- 7.3 The business partner enables its employees or third parties to report concerns, misconduct or potentially unlawful practices in connection with its business activities openly or confidentially. The whistleblower will not face any retaliation.