



SUPPLIER CODE OF CONDUCT ONDE S.A.

1. Aim and application of the Code.

The Supplier Code of Conduct describes obligations concerning ONDE S.A. standards for suppliers of materials and equipment, subcontractors, service providers, intermediaries, and advisers, together with expectations towards those entities. The Code specifies the most important values and attitudes that support the process of shaping the ethical environment, mutual trust, and good cooperation.

The Code supplements legislative regulations, establishing behavioural framework and standards in relations between ONDE S.A. and a supplier, to ensure that the cooperation will contribute to building values and to sustainable development of the Company and its suppliers.

This Code is inspired by the United Nations Universal Declaration of Human Rights, the Declaration of the International Labour Organisation, concerning fundamental rules and rights at a workplace, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, and the UN Global Compact principles,

2. Scope of application:

This Supplier Code of Conduct applies to suppliers of goods and services, and to their employees during their cooperation with ONDE S.A. under concluded agreements.

3. Terms and acronyms.

Terms used in the Code shall have the meaning provided below:

3.1 **"Company"** – shall be understood as ONDE Spółka Akcyjna with its registered office in Toruń.

3.2 **"Supplier"** – shall be understood as suppliers of materials, equipment and devices, subcontractors, and service providers.

3.3 **"Administrator"** – shall be understood as a person coordinating the process of drawing up, reviewing, publishing and archiving regulations and maintaining registers, available at: procedury@onde.pl.

3.4 **"Employee"** – shall be understood as a person working for or providing services to the Company, including a person employed under a civil law agreement. For avoidance of any doubt, the Employee shall also be understood as people working for or providing services to the Supplier within the chain of value, regardless of existence or the nature of their contractual relationship with the Supplier, i.e.: Employees of delivery companies, subcontractors, and other business partners.

4. Procedure/document contents:

4.1. **General information**

4.1.1. The Supplier Code of Conduct is a set of rules observed by the Company, and observance of which it expects from its Suppliers.

- 4.1.2. To achieve the highest standards of business activities, the Company implements optimal solutions. In its activities, the Company follows guidelines developed by OECD, concerning due diligence in responsible business activities, OECD guidelines for multinational enterprises, the UN Guiding Principles on Business and Human Rights, and the United Nations Universal Declaration of Human Rights. It applies and observes standards of the International Labour Organisation, the United Nations Convention against Corruption, international trade sanctions and embargoes, including sanctions that may be in force following a resolution adopted by the UN Security Council in accordance with Chapter VII of the United Nations Charter, sanctions imposed by the European Union, acts of the national law implementing the above provisions, as well as provisions of regulations, especially those eliminating conflicts of interests.
- 4.1.3. Cooperating with Suppliers, the Company is guided by principles of responsible business and sustainable development.
- 4.1.4. The Company builds a culture of shared responsibility for business activities in terms of occupational health and safety, human rights, business ethics, and care after Employees and the environment, at each stage and in all areas of its operations. Shared responsibility covers also its supply chain and cooperation with Suppliers.
- 4.1.5. The Company supports development and improvement of business practices in accordance with this Code. The aim is to cooperate with Suppliers who understand and share the approach to responsible business and sustainable development, and whose aims are identical with values of importance for the Company.
- 4.1.6. When any violation of this Code by the Supplier is confirmed, a remedy and correction action plan shall be agreed together with the Supplier. In justified cases, the Company reserves a right to suspend cooperation with the Supplier until nonconformities are removed, or, in extreme cases, to stop that cooperation when the Supplier deems impossible to apply provisions of this Code, and their actions contravene the Company values.
- 4.1.7. The Company reserves the right to monitor and audit conformity at Suppliers, to verify whether requirements included in this Code are met. The Supplier is obliged to cooperate, providing required information within the scope specified by the Company, and providing the Company with access to individuals, documentation, or rooms, to ensure that the conducted audit is reliable.
- 4.1.8. The Supplier is obliged to ensure observation of rules resulting from this Code by all entities within their supply chain, conduct audits of their supply chain on the request and within the scope specified by the Company, and make results of such audits available to the Company. Any cases of nonconformity concerning the Supplier or their supply chain must be effectively remedied within the appropriate time, and without any additional costs for the Company or its customers.

4.2. Areas of operation governed by the Supplier Code of Conduct

4.2.1. Observance of human rights:

- 4.2.1.1. The Supplier does not tolerate discrimination in employment due to sex, age, ethnic origin, nationality, religion, disability, political views, or sexual orientation.

- 4.2.1.2. The Supplier recognises and respect a right of employees to associate and to conclude collective agreements;
- 4.2.1.3. The Supplier ensures that human rights are respected in their activities;
- 4.2.1.4. The Supplier does not employ any person below the age of completion of compulsory education, or below 15 years of age, unless local regulations allow this and it is consistent with acts published by the International Labour Organisation;
- 4.2.1.5. The Supplier ensures that work conditions, working hours, remuneration and bonuses are consistent with national and local regulations, and relevant conventions of the International Labour Organisation;
- 4.2.1.6. the Supplier does not accept practices that would restrict the freedom of Employees' movement, like, for example, taking from them their identification documents, passports, or work permits as a condition for employment;
- 4.2.1.7. To the extent in which the Supplier is obliged by relevant legislation, they do not restrict Employee's rights to report violations. For reporting persons, they ensure confidentiality, feedback, and protection against retaliation;
- 4.2.1.8. The Supplier does not use any forms of modern slavery, or forced or compulsory labour, and allows employees to freely terminate their employment agreement fully respecting current legislation.
- 4.2.1.9. The Supplier ensures that work in overtime is used only when necessary and acceptable by provisions of local law.
- 4.2.2. **Ensuring decent and non-discriminating conditions of work:**
 - 4.2.2.1. The Supplier complies with all regulations of the labour law in force in the country of Supplier's origin and place of business;
 - 4.2.2.2. The Supplier does not accept harassment at a workplace;
 - 4.2.2.3. The Supplier ensures equal access to work conditions, regardless of the form of employment acceptable according to the legislation;
 - 4.2.2.4. The Supplier manages Employees and the workplace in a responsible way, ensuring safety at a workplace;
 - 4.2.2.5. The Supplier treats everybody honestly, with respect and dignity, regardless of their sex, age, religion, sexual orientation, education, nationality, world view, political views, disability, or position held;
 - 4.2.2.6. When it is necessary to provide Employees with accommodations for the duration of the executed task, the Supplier ensures that the social and living conditions are safe and hygienic.
- 4.2.3. Preventing corruption:
 - 4.2.3.1. The Supplier prevents all forms of corruption in their activities;
 - 4.2.3.2. When any form of corruption is discovered, the Supplier undertakes activities to correct the existing and prevent future violations.
- 4.2.4. Conflict of interests:
 - 4.2.4.1. The Supplier avoids situations in which personal and professional interests penetrate each other as a part of cooperation with the Company;

- 4.2.4.2. The Supplier notifies the Company about becoming aware about a conflict of interests or of situations that may become a conflict of interests.
- 4.2.5. Fair competition:
 - 4.2.5.1. The Supplier is obliged to operate in accordance with national and international competition laws, and refrain from participation in price fixing or market or customer split ups.
 - 4.2.5.2. The Supplier is obliged to respect intellectual property.
- 4.2.6. Entertainment and gifts:
 - 4.2.6.1. The Supplier does not offer or accept any forms of entertainment or gifts that may inappropriately influence business decisions of the Company or the Supplier;
 - 4.2.6.2. The Supplier observes the Company's policy concerning entertainment and gifts;
- 4.2.7. Fiscal integrity
 - 4.2.7.1. The Supplier is obliged to pay all applicable taxes related to transactions conducted under cooperation with the Company;
 - 4.2.7.2. The Supplier should purchase goods and services from entities guaranteeing that VAT included in invoices is recognised and paid in accordance with current tax legislation.
- 4.2.8. **Prevention of money laundering and financing of terrorism**

The Supplier observes current legislation concerning prevention of money laundering. The Supplier pays particular attention to suspicious transactions and entities unwilling to share reliable information. The Supplier does not accept actions understood as money laundering or financing of terrorism, it neither enables nor supports them in any way.
- 4.2.9. **Sanctions**
 - 4.2.9.1. The Supplier undertakes to disclose to the Company beneficiary owners of the Supplier and entities with which the Supplier shall cooperate;
 - 4.2.9.2. The Supplier acknowledges that the Company does not tolerate cooperation with partners included in the list of sanctioned entities or having affiliates in countries on which international sanctions have been imposed;
- 4.2.10. Ethical standards of business operations
 - 4.2.10.1. The Supplier applies principles of ethical conduct in every area of their operations;
 - 4.2.10.2. The Supplier implements solutions building and expanding awareness of principles of ethical conduct among Employees and Collaborators, and management.
- 4.2.11. **Management of environmental impact:**
 - 4.2.11.1. The Supplier observes all applicable provisions of legislation and other requirements concerning their environmental impact;
 - 4.2.11.2. To the extent they are obliged by applicable provisions of legislation, including EU law, the Supplier assess their operations for the risk of an adverse environmental impact and strives to prevent that risk.
- 4.2.12. Sourcing and use of raw materials;
 - 4.2.12.1. The Supplier strives to source raw materials responsibly and to include environmental criteria in their business decisions;

4.2.12.2. The Supplier strives to reduce consumption of raw materials and natural resources, including water, and, first of all, to manage them responsibly.

4.2.13. Responsible management of impact of their operations on the society and the environment:

To the extent they are obliged by applicable legislation, including acts of the European Union law, the Supplier undertakes actions to establish objectives for responsible business and sustainable development in the form of a policy, a strategy, a declaration, or any other document.

4.2.14. Minimising emissions of pollutants to the environment:

4.2.14.1. The Supplier guarantees that methods for management of emissions (to the air, water, and soil) ensure their monitoring and minimising, and continuous improvement of management processes in this area;

4.2.14.2. The Supplier strives to reduce the negative impact on climate and the environmental risk by undertaking effective preventive action to the extent suitable for the scale and type of conducted activities;

4.2.14.3. The Supplier measures and monitors greenhouse gases emissions (Scope 1, 2, and 3) from their operations;

4.2.14.4. The Supplier provides data on carbon footprint of products supplied to the Company.

4.2.15. Responsible waste management:

4.2.15.1. The Supplier observes waste management legislation;

4.2.15.2. The Supplier strives to minimise generation of waste associated with their activities;

4.2.15.3. The Supplier provides for correct management of generated waste by promoting circular economy;

4.2.15.4. The Supplier ensures correct management of generated waste, including cooperation with authorised waste collecting entities to minimise the risk of negative environmental impact of that waste.

4.2.16. Handling of hazardous materials:

The Supplier using substances (materials, formulations, and products) classified as hazardous to the environment ensures their safe purchasing, labelling, handling, transport, storage, and disposal, and fulfils information obligations.

4.2.17. Safety at work and Employees' health

4.2.17.1. The Supplier adheres to entire legislation concerning occupational health and safety specific for the country of conducted operations and their character;

4.2.17.2. The Supplier follows the Company guidelines concerning the OHS management system;

4.2.17.3. The Supplier provides safe and healthy conditions of work by implementing procedures, managing OHS, introducing solutions and practices to completely

eliminate accidents, and prevent injuries and illness of Employees related to performed work;

4.2.17.4. The Supplier aims at establishing safety objectives - minimising hazards, and monitors, analyses and documents implementation of those objectives, striving to improve safety at work;

4.2.17.5. The Supplier ensures that at the workplace there is no harassment, bullying, brutal treatment, violence, intimidation, use of corporal punishment, mental or physical compulsion, verbal or sexual abuse, use of threats of violence as a disciplinary method, control such as retention of Employees' identification documents, passports, or work permits, or collecting deposits as a condition for hiring.

4.2.18. Confidentiality:

The Supplier ensures protection of confidential information entrusted to them by the Company, customers, and other people.

4.2.19. Data protection:

The Supplier ensures that all activities related to personal data (including: collecting, recording, retaining, and deleting) are performed in accordance with current legislation.

4.3. If any violation or irregularity is found for aspects governed by section 4.2 of the Regulations, the Supplier shall inform the Company about this and undertake actions to remedy existing and preventing future violations.

4.4. Notification of irregularities

4.4.1. Irregularities associated with the contents of the Regulations can be reported through a dedicated platform for notifying concerns, questions or doubts, associated with the organisation's negative impact on its environment. The platform is available at: <https://onde.pl/pl/dialog/>

4.4.2. Under the procedure, information concerning irregularities, complaints, or concerns can be reported, doubts can be notified, and questions can be asked, concerning activities conducted by the Company.

4.4.3. The notification should contain:

4.4.3.1. its date;

4.4.3.2. details of a person submitting the notification; the notification can be anonymous, but then it shall not be possible to inform the notifying person about actions undertaken in relation to that issue.

4.4.3.3. an e-mail address or a telephone number, to which feedback is to be provided;

4.4.3.4. the area which the information/notice concerns;

4.4.3.5. details of people whom this information concerns;

4.4.3.6. an indicative data on which the event covered by the information occurred;

4.4.3.7. description of the irregularity, including:

4.4.3.7.1.1. a description of the problem, including facts of importance in the given case;

4.4.3.7.1.2. information how the notifying person learnt about the issue;

- 4.4.3.7.1.3. possibly, people contacted by the notifying person in relation to the given issue.

4.5. Final provisions

Concluding an agreement with the Company or placement of an order by the Company shall be understood as Supplier's undertaking to perform the ordered task in accordance with provisions of this Code.

4.6. Miscellaneous

- 4.6.1. The Compliance Officer is the highest tier in the organisation responsible for implementation and performance of the Code.
- 4.6.2. This Code must be reviewed at least once every 2 years; however, when there are no grounds for its amendment, its contents shall remain unchanged.
- 4.6.3. The Code is communicated to Employees in the way adopted at the Company.
- 4.6.4. Failure to observe this code shall result in disciplinary actions.

5. Code archiving:

The Administrator is a person responsible for archiving this Code.

6. Change control.

The Company Management Board is authorised to introduce changes to this Code.

7. References and appendices:

None

8. History of changes.

Changes in the content and transfer to a new document template.

9. Reviews withdrawn