

# Suppliers Code of Conduct

Minimum standards of the  
IMPULS Leasing Group  
for suppliers

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# Preamble

IMPULS-Leasing Romania as part of the IMPULS-Leasing Group ('ILG') is part of the Raiffeisenlandesbank Oberösterreich AG Group ('RLB OÖ') and is committed to high moral standards, integrity and honesty with regard to all customer relationships as well as along the entire value chain, including supplier relationships. ILG is committed to ecologically and socially responsible corporate governance in harmony with healthy economic development. With a detailed code of conduct and anti-corruption regulations, precise guidelines have been created for the RLB Oberösterreich Group ("Group") and thus also for ILG, which all employees must comply with. Furthermore, ILG strives to continuously optimize its business activities as well as its products and services in terms of sustainability.

This corporate responsibility also gives rise to the approach of involving ILG's suppliers.

ILG expects all suppliers to know and comply with this Code of Conduct. ILG relies on the personal integrity of each individual supplier to protect and promote its own and ultimately our reputation.

Although the Code is binding for the business relationship with ILG's suppliers, it does not give rise to any claims or obligations on the part of third parties towards ILG and its employees.

## 1. Basics

### 1.1. Area of application

ILG maintains a large number of business relationships that do not qualify under this Supplier Code of Conduct (hereinafter referred to as "CoC").

Suppliers within the meaning of this Code of Conduct are suppliers of ILG if the services provided are required for ILG's own operations or in the course of the leasing business and are designed in the sense of a long-term business relationship. A long-term business relationship in the leasing business is characterized by an existing outsourcing or distribution contract. Companies from which orders are placed on an ad hoc basis without a long-term supply contract do not qualify as suppliers.

The service providers in the Group do not qualify as suppliers, as they are also subject to the Group-wide regulations and the Group Code of Conduct.

The suppliers used via the Group's procurement management are already screened by the Group or by RLB Oberösterreich and are not subject to a separate assessment by ILG.

### 1.2. Basic principles

Procurement (from office materials to office furniture and IT equipment) is carried out via the Group where economically viable. From an implementation perspective, this relates to a greater extent to RIL AT and DE than to the other ILG national companies.

## 1.3. Materiality threshold

In order to also proceed in a resource-conserving and risk-based manner in this area of ILG, the supplier is not included in the group of monitored suppliers if the invoice amount is less than € 10,000 per year (**materiality threshold**).

## 2. Minimum criteria

### 2.1. Corporate responsibility

ILG supports the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and respects the requirements of the International Labor Organization (ILO), which is why it expects suppliers to comply with the following **principles** in particular, in addition to adequate management and control systems:

#### 2.1.1. Human rights

ILG and its suppliers respect and protect the globally applicable regulations for the protection of human rights as fundamental and generally applicable requirements. In particular, this includes ensuring that ILG's suppliers do not use forced labor or child labor.

#### 2.1.2. Equal opportunities and non-discrimination

ILG and its suppliers do not discriminate against anyone on the basis of ethnic, national or social origin, religion, skin color, gender, age, disability, sexual orientation or political views.

### 2.2. Health and safety at work, freedom of association and working hours

ILG and its suppliers shall comply with all applicable health and safety legislation. Suppliers shall provide their employees with a safe and healthy workplace and should, where necessary, take appropriate measures to improve the working environment and do their utmost and take precautions to control and avoid hazards as far as possible. Working hours comply with the respective national legal requirements. Suppliers shall grant their employees (including temporary workers and employees) the right to freedom of association and collective bargaining in accordance with applicable laws and regulations.

#### 2.2.1. Minimum wage

ILG and its suppliers shall ensure that their employees are paid fairly and appropriately, at least in accordance with the legally applicable minimum. If there are no statutory or collectively agreed regulations, the remuneration is based on the industry-specific, local collectively agreed remuneration and benefits.

## 2.3. Environment and climate protection

### 2.3.1. Compliance with legal requirements

ILG and its suppliers assume responsibility with regard to environmental protection and comply with all legal requirements concerning the environment and sustainability.

### 2.3.2. Increase energy and resource efficiency

ILG and its suppliers use natural resources sparingly and minimize the environmental impact of their production processes and products. They make a contribution to reducing energy consumption and CO2 emissions.

## 2.4. Transparent business relationships

### 2.4.1. Prohibition of corruption

ILG and its suppliers do not tolerate corruption. They shall ensure that their employees, sub-contractors or agents do not offer, give or accept bribes or kickbacks, improper donations or other improper payments or benefits to or from clients, public officials or other third parties.

### 2.4.2. Gifts, hospitality and invitations

ILG and its suppliers do not offer their employees or third parties, either directly or indirectly, inappropriate benefits in the form of gifts, hospitality or invitations to exert undue influence. Nor do ILG's suppliers accept such inappropriate advantages.

### 2.4.3. Consultants and intermediaries

ILG and its suppliers only use consultants or intermediaries in accordance with applicable laws. In particular, they shall ensure that the remuneration paid to consultants or intermediaries is only paid for consulting and brokerage services actually provided. The remuneration must be commensurate with the service provided.

## 2.5. Fair market behavior

ILG is a responsible, fair market participant and adheres to contractual obligations. ILG also expects this from suppliers, in particular compliance with the following principles:

### 2.5.1. Free competition

ILG and its suppliers comply with the applicable antitrust laws. In particular, they do not enter into any anti-competitive agreements with competitors, suppliers or customers and do not abuse any dominant market position that may exist.

### 2.5.2. Import/export control

ILG and its suppliers ensure compliance with all applicable laws governing the import and export of goods, services and information.

### **2.5.3. Money laundering**

ILG and its suppliers only maintain business relationships with business partners of whose integrity they are convinced. They ensure that the applicable legal provisions against money laundering and the prevention of terrorist financing are not violated.

### **2.5.4. Business information**

ILG and its suppliers publish business data and report on their business activities truthfully and in accordance with the applicable laws.

## **2.6. Protection of data, trade secrets and company assets**

Confidential data, business secrets and company assets must be protected. ILG expects suppliers to comply with the following principles in particular:

### **2.6.1. Data protection**

ILG and its suppliers comply with all applicable laws on the protection of personal data of employees, customers, suppliers and other data subjects.

### **2.6.2. Protection of know-how, patents, trade and business secrets**

ILG and its suppliers shall protect the know-how, patents, trade and business secrets of ILG and third parties. They shall not disclose such information to third parties without the prior express written consent of ILG or in any other unauthorized manner.

### **2.6.3. Whistleblower protection system**

Suppliers are entitled to use ILG's whistleblower hotline. They can find access to this on the respective websites of the ILG national companies.

In the event of significant deviations on the part of a supplier that could affect the objectives set out in this CoC, ILG shall take appropriate measures at the supplier's premises. Such measures may include further research but also measures with the assistance of the supplier itself - e.g. self-assessment questionnaires but also on-site visits to supplier locations.

In the event of violations, ILG will – unless otherwise contractually agreed – define suitable measures together with the suppliers to resolve the problem. To this end, step-by-step programs can also be drawn up to eliminate grievances, the progress of which ILG must be kept informed of on an ongoing basis. If no agreement can be reached or if the agreed measures are not sufficiently implemented by the supplier, ILG may terminate the business relationship or the contractual relationship in consideration of the interests of the shareholders.

ILG expects its suppliers, in relation to their own activity and supply chains, to impose the provisions of this Code on their suppliers and to ensure that these provisions are progressively complied with in the supply chain. If suppliers identify relevant risks, they shall take appropriate preventive and remedial measures that are consistent with the measures listed above.

This Supplier Code of Conduct will be implemented as an appendix to the Compliance & Money Laundering Prevention Manual by resolution of the Management Board and published for all ILG employees.