

Code of Conduct (CoC) for Suppliers

Raiffeisen-Holding Niederösterreich-Wien &
Raiffeisenlandesbank Niederösterreich-Wien

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Based on the core values of Raiffeisenlandesbank Niederösterreich-Wien and Raiffeisen-Holding (together thereafter RNÖW) addressing business ethics and social responsibility and environmental commitment RNÖW 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 code of Conduct (CoC) shall apply to all RNÖW suppliers that deliver goods, services or licenses to or on behalf of any of RNÖW business unit or Raiffeisen Holding NÖ-W. The supplier shall do their utmost to implement these principles throughout their entire supply chain. This CoC is not intended to replace the laws and regulations in force in which RNÖW operates. It seeks to encourage respect for these laws and regulations and ensures that they are faithfully and effectively enforced. Suppliers shall interact with Raiffeisen and its representatives in an honest, transparent and mutually appreciative manner.

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 for any 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 shall avoid any actions in relation to the business relationship with RNÖW that could finally result in a breach of sanctions or embargoes by RNÖW.

2. Underlying Principles

The supplier shall respect international climate targets as defined at the UN Climate Change Conference in Paris (COP21), and internationally proclaimed human rights, and shall avoid complicity in any kind of human rights abuse. The supplier must respect personal dignity, privacy and the rights of each individual. Forced labour in any form is prohibited. In addition, the supplier must also comply with all standards established by the International Labour Organization (ILO).

The supplier must respect internationally proclaimed human rights and avoid any involvement in human rights violations. In addition, suppliers should ensure transparent corporate governance. Suppliers are expected to establish clear and open channels of communication in order to address and resolve potential issues and concerns promptly.

3. Social Responsibility Practices

3.1. Freedom of Association and Right to Collective Bargaining

The supplier endeavours to implement internationally recognized standards without violating national laws. It ensures that its employees and representatives, including temporary agency workers, can openly discuss matters relating to their working conditions within the company.

3.2. Child Labour

Child labour, as defined by the ILO-IPEC and Article 32 of the United Nations Convention on the Rights of the Child (UNCRC), is strictly prohibited. Should a child be found working on the supplier's premises, the supplier shall immediately take measures to remedy the situation in line with the child's best interests.

3.3. Modern Slavery and Human Trafficking

The supplier acts in accordance with the core principles of the International Labour Organization and therefore tolerates no forced labour. In particular, it refrains from any form of modern slavery and human trafficking.

3.4. Diversity and Non-Discrimination

The supplier prohibits and combats all forms of discrimination, including those based on age, ethnic origin, race or skin colour, national origin, religion or belief, political or other opinion, gender, sexual orientation or disability. The supplier promotes diversity, equal opportunities and equal treatment in employment and occupation. The supplier treats all employees with respect and refrains from corporal punishment, mental or physical coercion, any form of abuse or harassment, or threats of such treatment.

3.5. Remuneration

The supplier pays remuneration that complies with national statutory minimum wages and avoids wage deductions as disciplinary measures. Where no national statutory standards exist, remuneration must be sufficient to meet basic needs (ILO C131 – Minimum Wage Fixing Convention).

3.6. Working Hours

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

3.7. Occupational Health and Safety

The supplier must provide its employees with a safe and healthy workplace and should implement effective programmes to improve the working environment where required. The supplier must use its best efforts to control hazards and take the necessary precautions against accidents and occupational diseases. The supplier is encouraged to introduce an occupational health and safety management system based on international standards such as OHSAS 18001 or similar.

3.8. Conduct Towards Affected Stakeholders

The supplier must consider the impact of its activities on potentially affected stakeholders (affected communities). This includes their right to adequate housing and food, land- and security-related impacts, freedom of expression and freedom of assembly. The supplier strives to create long-term benefits for all parties by considering the needs of its stakeholders. It endeavours to establish open channels of communication and consultation with all affected stakeholders.

3.9. Indigenous People

In accordance with the UN Declaration on the Rights of Indigenous People, the supplier must pay attention to the vulnerability of indigenous peoples and recognize rights to their lands, territories and natural resources. The supplier minimises adverse impacts and respects the human rights, dignity and culture of indigenous peoples in accordance with the performance standards of the International Finance Corporation (International Finance Corporation Performance Standards).

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, applying the highest standard, including RoHS (Restriction of Hazardous Substances) and WEEE (Waste from Electrical and Electronic Equipment) in particular. The supplier is obliged to minimize its environmental impacts and to take measures that contribute to environmental protection. RNÖW expects the supplier to observe the rules of the circular economy throughout the entire product life cycle: design, development, production, transport, use and disposal or recycling. The supplier must minimize hazardous air emissions, energy consumption and CO₂ emissions, or to strive to avoid them. In particular, the supplier should develop products and services characterized by low energy consumption and a reduction of CO₂ emissions throughout their entire life cycle.

4.2. Waste and Resource Management

The supplier shall limit the use of materials and resources in the procurement and manufacture of goods in order to minimize environmental impacts.

The supplier is encouraged to trace the origin of conflict minerals, promote transparency throughout its own supply chain and take appropriate measures. The use of scarce resources should be limited or avoided wherever possible. All waste generated in all activities must be identified, monitored and managed. The supplier strives to reduce waste. Waste treatment must be carried out in accordance with applicable environmental laws.

5. Business Integrity

5.1. Principles for Combating Corruption and Financial Crime

The supplier refrains from any form of corruption or financial crime that could potentially be interpreted as such. The supplier is obliged to be aware of all applicable laws and to avoid anything in connection with the business relationship with the RNÖW Group that could ultimately result in the RNÖW Group committing a legal violation. Any potential or existing conflicts of interest (e.g., close relationships, secondary employment) between suppliers/employees of the supplier and RNÖW must be disclosed to RNÖW without delay via the established communication channels.

The supplier shall not offer, promise or grant any undue advantages to national or international public officials or decision-makers in the private sector, in particular bank representatives, in order to obtain preferential treatment or a favourable decision. This also applies to donations, gifts or invitations to business meals and events.

The supplier shall not accept or request such advantages. To ensure compliance with the Code throughout the Contract, the supplier must provide on demand and at all time to RNÖW all elements requested to establish such compliance, and shall inform RNÖW, without delay, when it knows or has reason to know, of any failure to comply with the rules by itself or any third party, as well as the corrective measures adopted to ensure compliance with the rules. A material non-compliance with the rules 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 relations, and 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 RNÖW.

5.3. Sponsorship Principle

All sponsorship measures by the supplier must comply 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

Raiffeisenlandesbank 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 to be an important pillar in our efforts to prevent money laundering and terrorist financing and therefore expect the supplier to take all measures to prevent money laundering and terrorist financing within its sphere of influence. For suppliers that are legally required to implement such policies and procedures, the supplier must do so in full and comply with the respective applicable laws.

5.6. Intellectual Property, Data Security and Data Protection

The supplier must comply with the confidentiality agreement (or similar) concluded with RNÖW and observe all applicable laws on the protection of intellectual property and data protection as well as any specific data protection and security requirements agreed in the Contract.

6. Subcontractors

The supplier shall use its best efforts to bind its contractors and/or subcontractors (hereinafter referred to as "Subcontractors") to the principles of this CoC insofar as they are involved in providing material services under the Contract. The supplier shall use its best efforts to refrain from the improper use of subcontractors or third parties to provide the contractual services in order to circumvent applicable legal requirements and the standards set out 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
- to establish a monitoring system that enables them to prevent and address risks with environmental and/or social impacts throughout the entire supply chain.

7. Compliance, Monitoring and Audits

It is recommended that the supplier appoint a responsible person with the necessary mandate and resources for implementing and following up the provisions of this CoC (including, for example, ensuring that its employees understand and comply with these standards, and regularly monitoring its operations to ensure compliance with the Code).

RNÖW (namely, direct contractual Party of the supplier) 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, RNÖW (namely, direct contractual Party of the supplier) 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 CoC by the supplier may trigger a right to terminate the Contract in accordance with its provisions, to be initiated by the supplier's direct contractual counterparty. The supplier bears sole responsibility for all costs arising from compliance with the CoC.

The supplier should proactively report any deviation from the Code to RNÖW (i.e., the supplier's direct contractual counterparty).

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