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 respect these laws and regulations and ensures that they are faithfully and effectively applied. 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 adhere to the UN Guiding Principles on Business and Human Rights, the generally recognized standards drawn up by the International Labor Organization (ILO) and moreover the rules on the prohibition of forced labour. The personal dignity, privacy and rights of each individual shall be respected.

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 in violation of the above expressed principles 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. Modern Slavery and Human Trafficking

The Supplier shall not tolerate forced labour in particular abstaining from any forms of modern slavery and human trafficking, including, but not exclusively, practices like work-paid recruitment fees, restriction of movement, compulsory overtime, confiscation of worker´s original identification documents and similar.

3.4. Diversity and non-discrimination

The Supplier shall prohibit and combat any discrimination based on factors such as gender, race, color, ethnic origin, social/economic class, sexual orientation or gender identity, language, religion or belief, political opinion, nationality, place of birth, migration, health condition, disability or age. The Supplier shall promote diversity, equality of opportunity, and equitable treatment in employment and occupation. All employees must be treated with respect, and the use of corporal punishment, mental or physical coercion, any form of abuse or harassment, including sexual harassment, is strictly prohibited.

3.5. 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).

3.6. Working Hours

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

3.7. 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.

3.8. Affected Communities

The Supplier shall take into consideration its impacts on the groups potentially affected by its operations (affected communities and if applicable, indigenous peoples) in relation to their rights to adequate housing, adequate food, land-related and security-related impacts, freedom of expression as well as freedom of assembly.

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 of 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 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 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 subcontractors 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.).

RBI (as the Supplier's direct contractual Party) may take reasonable steps to verify the Supplier's compliance with the CoC and the accuracy of the information provided by the Supplier, including by requesting relevant information and supporting documentation from the Supplier and, where appropriate, certain subcontractors.

If the Supplier or subcontractors are in breach of the CoC, RBI (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 Code by the Supplier triggers 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 proactively report to RBI as the direct contractual Party of the Supplier any deviation from the Code.

Supplier is entitled to use the Whistleblowing-System from RBI-Group https://rbi.whispli.com/whistleblowing or email to compliance-gwb@rbinternational.com.