

**CODE OF ETHICS
FOR BUSINESS
PARTNERS**

4iG

CONTENTS

1.	Code of Ethics for Business Partners	3
1.1	Respect for human rights and ethical employment	3
1.2	Health and environmental protection	4
1.3	Equal opportunities, equal treatment and non-discrimination	4
1.4	Human dignity and mutual respect	4
1.5	Fair trade and competition	4
1.6	Protection of good reputation	5
1.7	Sanctions policy, compliance with export and import regulations	5
1.8	Corruption and bribery	6
1.9	Combatting fraud and money laundering	6
1.10	Insider trading and market manipulation	6
1.11	Accurate records, reports and integrity of business processes	6
1.12	Avoidance of conflict of interest	6
1.13	Protection of corporate property	7
1.14	Protection of trade secrets and intellectual property	7
1.15	Data protection and data security	8
1.16	Quality requirements	9

1. CODE OF ETHICS FOR BUSINESS PARTNERS

The business operations and success of 4iG Plc and the companies under the controlling influence of 4iG Plc (hereinafter collectively: **4iG Group**) are based on ambitious objectives, outstanding performance and fair business conduct under all circumstances, in compliance with the law, internal policies and professional and ethical rules. The 4iG Group therefore expects its business partners to join this commitment and to learn about and follow the ethical and compliance principles of the 4iG Group and apply them to their own value chains.

Business partners of the 4iG Group shall be understood to mean all business organisations and natural persons having a contractual relationship other than an employment relationship with a member company of the 4iG Group, including but not limited to suppliers, subcontractors, distributors, agents, representatives, customers, clients and joint venture partners.

This Code of Ethics for Business Partners sets out the expectations that the 4iG Group wishes to enforce on its partners based on the principles set out in the 4iG Group Code of Business Ethics and Conduct. The 4iG Group's business partners are expected to take measures proportionate to the size, complexity and risk exposure of their organisations to ensure ethical operations and compliance. The 4iG Group expects its partners to inform the 4iG Group without delay of any information they become aware of in relation to a breach of the 4iG Code of Ethics for Business Partners and the results of any internal procedure (self-audit) conducted on the basis of such suspicions, through the Ethics and Compliance Line established by the 4iG Group for this purpose.

1.1 RESPECT FOR HUMAN RIGHTS AND ETHICAL EMPLOYMENT

The 4iG Group expects all its partners to respect the human rights of all stakeholders, and therefore all partners of the 4iG Group shall refrain from business practices that violate human rights and shall exercise due diligence in making business decisions, particularly with regard to their potential impact on the enjoyment of human rights. In this regard, we attach particular importance to respect for the human rights and fundamental values enshrined in certain fundamental international conventions, in particular the UN Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights.

With regard to the protection of human rights, particular attention shall be paid to the following:

- the prohibition of forced labour, slavery, human trafficking, bonded labour,
- the prohibition of treatment that is offensive to human dignity or humiliating and degrading,
- the requirement of equal treatment and non-discrimination.

The 4iG Group's business partners are expected to engage in fair employment practices and to act in accordance with the principle of proper exercise of rights in their employment relationships. The 4iG Group does not tolerate any form of forced or child labour, or other forms of unethical employment, such as withholding wages and statutory benefits, denying sick leave or rest time, or abusing alternative forms of employment. The 4iG Group expects also its business partners to uphold the right to work and the fundamental requirements of certain conventions of the International Labour Organization (ILO), in particular:

- According to Convention No. 138 on the minimum age for employment, adopted at the 58th session of the International Labour Conference, the employment of children below the age at which compulsory education ceases under the law of the place of employment is prohibited, with the understanding that the age of employment may not be less than 15 years,
- Prohibitions under Convention No. 182 concerning the prohibition and immediate action for the elimination of the worst forms of child labour, adopted at the 87th session of the International Labour Conference, in particular child trafficking, the sale of children, bonded labour, debt bondage, servitude or forced labour,
- The prohibition of forced labour, with the exception of work defined in Convention No. 29 on forced or compulsory labour, adopted at the 14th session of the International Labour Conference, and compatible with the Convention,
- Compliance with the workplace health and safety requirements under the law applicable to the place of business of the business partner.



1.2 HEALTH AND ENVIRONMENTAL PROTECTION

The 4iG Group expects its business partners to prevent personal injury, environmental damage and hazards, and reduce health, safety and environmental risks. Thus, they shall always carry out their activities in compliance with the relevant safety and environmental regulations and in such a way as to minimise the environmental impact and the risks to health and safety at work.

The 4iG Group has a zero tolerance policy on drug use and excessive alcohol consumption, and employees and other contributors of business partners are prohibited from using drugs or working under the influence of alcohol, drugs or other psychotropic substances in the workplaces of the 4iG Group.

1.3 EQUAL OPPORTUNITIES, EQUAL TREATMENT AND NON-DISCRIMINATION

The 4iG Group is committed to providing equal opportunities for all and expects all its business partners to treat everyone equally in accordance with the principle of equal opportunities and applicable law. The 4iG Group expects all its partners to refrain from any conduct, measure, condition, omission, instruction or practice that discriminates (directly or indirectly) or constitutes illegal segregation.

1.4 HUMAN DIGNITY AND MUTUAL RESPECT

The 4iG Group expects its business partners to create a working environment based on mutual trust, where everyone is valued, and their human dignity is respected. 4iG Group expects its business partners to ensure that they communicate with mutual respect, both verbally and in writing.

The 4iG Group considers sexual harassment, defamation and insults to be particularly serious violations of human dignity. Business partners of the 4iG Group and their representatives shall refrain from all forms of harassment, in particular from intimidating, hostile, humiliating, degrading conduct or conduct that could create such an environment.

1.5 FAIR TRADE AND COMPETITION

The 4iG Group is committed to fair market conduct and expects its business partners to conduct their activities in accordance with fair competition standards and in compliance with the letter and spirit of applicable laws. The 4iG Group particularly expects its business partners not to unfairly obtain, use, disclose or share information about the business of others, or enter into agreements or concerted practices with members of the 4iG Group or others that aim to restrict, prevent or distort competition.

Furthermore, the 4iG Group expects its business partners which provide services to consumers to conduct themselves in accordance with all applicable consumer protection provisions, to conduct their activities in accordance with the spirit and principles of these consumer protection rules and to respect the rights and interests of consumers at all times and to refrain from infringing or jeopardising them.



1.6 PROTECTION OF GOOD REPUTATION

The 4iG Group expects its business partners to protect the reputation of the 4iG Group during the business relationship between the parties as well as after its termination. Therefore, business partners shall not engage in any conduct, whether in connection with their business activities or not, in public or in private, that could damage or jeopardise the reputation of the 4iG Group, either directly or indirectly. Therefore, business partners shall in particular limit their right of expression in such a way that it does not, in any circumstances, lead to damage to the reputation of the 4iG Group.

In addition, the 4iG Group expects all its business partners to enforce the requirements set out in this Chapter with all their employees and other third parties (e.g. subcontractors, business partners, suppliers) who have a contractual relationship with them.

1.7 SANCTIONS POLICY, COMPLIANCE WITH EXPORT AND IMPORT REGULATIONS

Sanctions, import and export bans are trade restrictions imposed on specific countries, territories, individuals, groups or entities in order to maintain or restore international peace and security and to safeguard human rights, democracy and the rule of law. Such sanctions are legal provisions that prohibit or restrict the sale, purchase, transfer or making available of goods, funds, services, technology or information.

The 4iG Group is committed to respecting international sanctions and expects its business partners to do the same. The 4iG Group expects all its business partners to comply with applicable import and export regulations, to exercise due diligence when entering into contracts with third parties and to bring to the attention of the 4iG Group any information that give rise to a risk of breach of sanctions in connection with a business relationship with the 4iG Group because of the subject matter of a transaction, the place of performance, the direction of delivery of goods or services, the nature of a product or service, the currency in which a transaction is settled, the parties involved (including intermediaries and financial service providers used) or any other circumstance.



1.8 CORRUPTION AND BRIBERY

The 4iG Group does not tolerate any form of corruption (including bribery, facilitation payments to public officials, kick-backs, extortion, influence peddling, abuse of power for personal gain, undue advantages and gifts with the intention to influence) in the competitive (private) sector, the public sector or the municipal sector (together: public sector) and expects the same from its business partners. The 4iG Group strictly prohibits any person acting in its name, representing it or in any way on its behalf from offering, giving, soliciting, accepting or receiving any undue advantage. No payments or assets from the 4iG Group may be used by business partners for any form of undue influence. The 4iG Group will do so and expects its business partners to do so even if this puts the 4iG Group at a competitive disadvantage or deprives it of business opportunities.

The 4iG Group is transparent and free from undue influence in the selection of its partners, and business partners are expected to act in accordance with these principles in their dealings with the 4iG Group, in particular when making business gifts and invitations, and to refrain from any conduct that could create even the appearance of undue influence.

1.9 COMBATTING FRAUD AND MONEY LAUNDERING

The 4iG Group expects its business partners to act in good faith and in compliance with applicable rules and regulations, to support combating fraud and not to tolerate fraudulent business practices.

The 4iG Group expects its business partners never to engage in any business that promotes criminal activities, uses assets derived from criminal activities or conceals the origin of such assets or finances terrorism, and to comply with and apply the anti-money laundering regulations that apply to them. The 4iG Group also expects all its business partners to take reasonable and appropriate measures, commensurate with the size of their organisations, the resources available to them and their risk exposure, to identify their business partners and assess their integrity.

1.10 INSIDER TRADING AND MARKET MANIPULATION

The business partners of the 4iG Group shall keep confidential and safeguard information that is considered inside information about the 4iG Group member companies and shall comply with the regulations related to the prohibition and prevention of insider trading, i.e. they shall not use inside information unlawfully or disclose or share inside information with unauthorised persons without authorisation. Business partners shall never spread false market information or rumours that could affect financial instruments, in particular securities issued by 4iG Group member companies.

“Inside information” means any information that is not publicly available and is material and directly or indirectly related to the 4iG Group or other publicly traded companies or their securities, the disclosure of which would in all likelihood have a material effect on the price of financial instruments.

“Financial instruments” include, among others, transferable securities, money market instruments, options, futures, swaps and forward rate agreements.

“Market manipulation” means the dissemination or transmission of false information about any security or its issuer in order to influence the price or market perception of the security for financial gain.

1.11 ACCURATE RECORDS, REPORTS AND INTEGRITY OF BUSINESS PROCESSES

The integrity of financial and non-financial records and reports is essential for good decision making and to maintain trust between business partners, therefore the 4iG Group’s business partners shall keep their financial (accounting) and non-financial records and prepare their reports and accounts honestly, accurately and objectively, and to maintain legal and ethical accounting practices that give a true and fair view of the business. Falsification of records or misrepresentation of facts cannot be justified or accepted.

1.12 AVOIDANCE OF CONFLICT OF INTEREST

The 4iG Group expects its business partners to avoid any situation that could create or appear to create a conflict of interest, or otherwise jeopardise the legitimate economic interests of the 4iG Group in connection with the performance or maintenance of an agreement or business relationship with a member of the 4iG Group. In particular, the 4iG Group



expects its business partners not to enter into any relationship with employees of 4iG Group member companies or any other third party that could jeopardise the legitimate economic interests of the 4iG Group, create a conflict of interest or give the appearance of influencing business decisions. Conflicts of interest may arise typically, but not exclusively, from the further employment of employees of 4iG Group companies in any relationship for work (except for dual employment based on an agreement with the 4iG Group) and, except for the acquisition of publicly traded shares, from the acquisition of an investment, share or business interest in a business partner’s company by an employee of the 4iG Group. 4iG Group expects its partners to avoid and disclose any situation that could give rise to a conflict of interest or the appearance of a conflict of interest in relation to a position held within the 4iG Group.

1.13 PROTECTION OF CORPORATE PROPERTY

The business partners of the 4iG Group shall be responsible for the integrity and proper, economical and efficient use of the assets and resources of the 4iG Group that they have been entrusted with or to which they have access, and shall use the assets and resources of the 4iG Group only for lawful and approved business purposes.

1.14 PROTECTION OF TRADE SECRETS AND INTELLECTUAL PROPERTY

The business partners of the 4iG Group shall treat and keep as business secrets the data and information which pertain to the 4iG Group, its member companies and third parties, their commercial relations, transactions, operations, financial situations, investments, negotiations, economic performance and plans, business scope, business customers, clients, suppliers, related documentation, data carriers, as well as solutions, facts, data, knowledge, ideas, concepts and other information created and collected in the course of their activities and which they become aware of in the course of their activities and shall not use, disclose, publish or make available such data for their own or third parties’ benefit, except to persons designated by the authorised person.

Furthermore, business partners shall not disclose to any unauthorised person any information that has come to their

knowledge in the context of their relationship with the 4iG Group and the performance of their activities, the disclosure of which would have an adverse effect on the 4iG Group or third parties, or which the 4iG Group has designated as confidential or the confidentiality of which the partner should have realised.

As information, data and knowledge are critical assets, all business partners are responsible for protecting the confidentiality and integrity of data created, modified, transferred, shared, stored or used in the course of their business relationship with the 4iG Group, regardless of its actual location or form (electronic, paper, other format, etc.).

The 4iG Group expects all its business partners to immediately destroy or return to a member of the 4iG Group any confidential information or business secrets that have come to their knowledge in connection with the performance of the contract, after the termination of the business relationship or contract between a member of the 4iG Group and the business partner, as agreed by the parties.



4iG Group respects the work and intellectual property rights of others and expects the same from its partners. Valuable and confidential ideas, strategies and other business data developed in the 4iG Group are company property and in some cases protected by law as intellectual property. Intellectual property includes, for example, inventions, know-how, patents, trademarks, industrial designs, copyrights, domain names, scientific and technical knowledge and all other intellectual property rights. The business partners of the 4iG Group shall respect all intellectual property and the rights attached to it. Agreements entered into on behalf of the 4iG Group or involving intellectual property created or acquired using 4iG Group resources shall be fully respected by all parties.

1.15 DATA PROTECTION AND DATA SECURITY

Business partners of the 4iG Group shall respect the privacy of others and are responsible for complying with personal data protection legislation; they shall, in particular, collect and process personal data only for lawful purposes, for the time necessary to achieve the purposes for which they are processed and provide information to data subjects as required by applicable law. The 4iG Group also expects all its business partners to act in accordance with the terms of any contract with the 4iG Group or any of its members in relation to the processing of personal data. The business partners of the 4iG Group shall take appropriate security measures to ensure the confidentiality, integrity and availability of the data to the authorised parties.

Given its activities, the 4iG Group is committed to fostering a culture of cybersecurity, which it promotes throughout

its entire value chain, and 4iG Group business partners shall implement appropriate data security measures, including cybersecurity awareness programmes. Accordingly:

- All users involved in the management, use and operation of the IT infrastructure owned or used by the 4iG Group are required to regularly attend information security awareness training, and they shall ensure that their own employees, subcontractors and agents attend such training,
- the business partners of the 4iG Group shall ensure that only identified users with appropriate authorisations have access to the information infrastructure, subject to the “need to know” principle.

With respect to the IT tools provided by the 4iG Group, the 4iG Group reserves the right to supervise and monitor their operation and use by means of technical solutions to ensure data security.

1.16 QUALITY REQUIREMENTS

The 4iG Group strives at all times to ensure that the services it provides, the products it offers, and the development and delivery of its own products meet the highest quality standards. 4iG Group shall conduct all its activities in compliance with the applicable legal and regulatory requirements and its own strict internal quality standards, and expects the same from its business partners. The business partners of the 4iG Group shall provide the highest level of quality and product or service security that can be expected based on the definition of the product or service. They shall deliver on their commitments in time, and provide true, reliable, accurate and clear information about their products and services to all their business partners.

If a business partner of the 4iG Group or a party acting on behalf of or in the interest of a business partner persistently or materially breaches this Code of Ethics for Business Partners in connection with the business relationship with the 4iG Group, then the 4iG Group reserves the right to take any action necessary to clarify the circumstances and remedy any proven breaches, to conduct the procedure set out in the Rules of Procedure of the Ethics Committee, or, on the basis of the outcome of that procedure, to terminate the contract(s) and the business relationship, even under the applicable rules of the law governing the relationship.

The 4iG Group has a zero tolerance policy for corruption, the prohibition of cartels, respect for human rights and human dignity, equal treatment, health protection, data protection, data security and environmental regulations, and therefore the 4iG Group does not consider business relationships with partners that materially breach obligations in this regard to be sustainable.

In the event of information relating to a breach of the Code of Ethics for Business Partners, partners of the 4iG Group shall work with the 4iG Group to clarify the circumstances. In this context, the 4iG Group expects cooperation mainly in the following areas:

- Reporting: the business partner undertakes to report without delay any information relating to a breach of the Code of Ethics for Business Partners to the 4iG Group through the Ethics and Compliance Line established by the Group for this purpose.
- Self-audit: the business partner undertakes to investigate any suspected breach of the Code of Ethics for Business Partners by the business partner and to report the results of these internal investigations to the 4iG Group on the Ethics and Compliance Line without delay. *(The 4iG Group shall report any breach of the Code of Ethics for Business Partners by a business partner suspected by a member of the 4iG Group to the business partner without delay.)*
- Cooperation: the business partner undertakes to cooperate with the 4iG Group if the 4iG Group has any further questions or doubts in connection with the results of the internal investigation (e.g. by filling in a questionnaire, making a statement, making available requested documents, etc.).
- Presentation of certificates or statements: e.g. a certificate or declaration of conformity, or data demonstrating conformity from a third party (data provider or public registry).



