



**CODE OF CONDUCT FOR PARTNERS OF THE CITY  
SERVICE SE GROUP OF COMPANIES**

## **ARTICLE I GENERAL PROVISIONS**

1. The Code of Conduct for Partners of the City Service SE Group of Companies (the "Code") outlines the commitment of the City Service SE Group of Companies (the "Group") to fostering strong, ethical, and mutually beneficial relationships with its partners (the "Partners") who provide goods, services, or works to Group companies. The Group is committed to ensuring that its collaboration with Partners is grounded in respect for human rights, adherence to ethical business practices. The purpose of this Code is to establish the principles and requirements that Partners are expected to follow. This Code includes provisions addressing human rights, employee rights, environmental protection, and fair business practices.

2. The provisions of this Code apply to all Partners providing services, supplies, and/or works to the Group. For the purposes of this Code, the term "Partner" refers not only to the Partner's employees but also any experts, advisers, or other individuals engaged by the Partner on a basis other than an employment contract. It is strongly recommended that Partners ensure any subcontractors engaged to fulfil contracts with Group companies are familiar with and adhere to the provisions of this Code.

3. The Group companies strive to collaborate with Partners who are economically, socially, and environmentally responsible. This includes managing environmental impacts, adherence to human rights, and ensuring safe working conditions. Partners are expected to comply with the principles and requirements outlined in this Code; continuously improve their business practices in alignment with international standards, including (but not limited to) the United Nations Sustainable Development Goals.

## **ARTICLE II PRINCIPLES OF OPERATION**

4. The Partner agrees to adhere to the following principles when fulfilling contracts with Group companies:

4.1. **Principle of Legality:** Comply fully with the laws, regulations, and legal provisions of the country in which it operates or provides services; Ensure possession and maintenance of all necessary authorizations, licenses, and/or certificates required for the supply of goods, services, or works.

4.2. **Principle of Human Rights:**

4.2.1. Ensure equal opportunities for employees and the supply chain participants, regardless of race, gender, age, community or religious group affiliation, or any other factors that could lead to discrimination. Promote an ethical work environment based on mutual respect, equality, and freedom of opinion and expression.

4.2.2. Prevent the use of child labour, exploitation, abuse, or fraudulent practices within its operations, such as supply of goods or services, or performance of works at any stage of the supply chain.

4.3. **Principle of Fair Working Conditions.** Ensure the following:

4.3.1. Employees are not subjected to physical, emotional, or psychological abuse, discrimination, or harassment.

4.3.2. Equal opportunities are provided without discrimination based on age, gender, beliefs, or community membership.

4.3.3. Employees are paid fairly, with wages at least equal to the legal minimum in the country of operation. Overtime and work on public holidays must be compensated as per legal requirements, and employment-related taxes must not be evaded (e.g., no 'envelope wages') in the country of operation.

4.4. **Principle of Integrity and Anti-Corruption:**

4.4.1. Does not tolerate any form of corruption or dishonest practices, conducts its activities

ethically, adhering to the principles of integrity, transparency, and openness. Does not offer, pay, or promise any unlawful remuneration

or other improper benefits to its clients, suppliers, partners, or their representatives, nor does it accept such benefits from them. Additionally, refrains from engaging in fraud or any other unlawful activities;

4.4.2. Avoid unlawful payments or gifts to civil servants, political parties, politicians, candidates, or any other individuals;

4.4.3. Refrain from giving gifts or providing goods, services, or works free of charge to gain an unfair advantage. Acceptable gifts must align with business customs. Any official or business gifts must not violate applicable laws, and remain appropriate for fostering business relations.

4.4.4. The Partner and its employees undertake to protect confidential and proprietary information, ensuring no unauthorized use or disclosure of confidential information about Group companies that could result in unlawful gains.

**4.5. Principle of Fair Competition:**

4.5.1. Does not exchange information regarding current, past, or forecast prices, coordinate pricing or procurement participation with other market participants, simulate participation in procurement processes, engage in cartel-related activities, or undertake any actions that could influence prices, supply conditions, or otherwise reduce competition between suppliers.

4.5.2. Ensures the confidentiality of all information related to contracts with Group companies, including but not limited to commercial terms and other sensitive details, and does not disclose such information to unauthorized parties.

**4.6. Principle of Data Protection and Information Security:**

4.6.1. The Partner shall, where necessary, enter into all required agreements with the Group companies concerning the processing and/or exchange of personal data. The Partner must process personal data held or entrusted to it in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation or "GDPR"), as well as any other applicable legislation governing personal data processing and protection.

4.6.2. The Partner must ensure that its employees are properly informed that Group companies may process their personal data to facilitate the proper fulfillment of contractual obligations between the parties.

**4.7. Principle of Environmental Protection, Health, and Workplace Safety**

4.7.1. The Partner shall implement management measures to protect the environment and ensure employee health and safety at work by focusing on continuously minimizing the negative environmental impacts of its activities and using natural resources responsibly and sustainably.

4.7.2. The Partner shall take reasonable steps to safeguard the health and safety of its employees, visitors, and other individuals potentially affected by its operations.

4.7.3. The Partner must ensure a safe working environment, adhere to product safety standards, and maintain the necessary qualifications for personnel involved in safety-related tasks.

4.7.4. The Partner's activities must avoid causing irreparable damage to the environment.

4.7.5. Permanent and preventive occupational health and safety measures must be implemented to protect employees from potential risks to their health and lives, providing safe and healthy working conditions.

**4.8. Principle of respect to all parties and compliance with Obligations:**

4.8.1. The Partner undertakes to deliver high-quality work, services, and goods.

4.8.2. Provide services, materials, and works in strict accordance with the terms and conditions outlined in the contracts and comply with any additional agreements established through other channels of

communication.

4.8.3. Address in good faith and repair defects identified during the warranty period after completing work or providing services; Act within the requirements of applicable legislation when addressing faulty or defective products.

4.8.4. Respect and protect the reputation of any Group Company by using all reasonable efforts to protect and enhance that reputation while refraining from any acts (or omissions) that could harm the reputation of any Group Company.

4.8.5. Conduct activities, including fulfilling contracts with Group companies, in a manner that ensures the Partner's acts (or omissions) do not cause financial harm to the Group companies.

4.8.6. Treat the clients of Group companies and their assets with respect; maintain active and responsive attitude towards client needs, avoiding discriminatory, offensive, or unprofessional language and behaviour; Strive to create a positive impression of both the Partner and the Group companies.

4.9. **Principle of Cooperation** - Provide clear and accurate information to Group companies regarding contract progress, potential challenges, and proposed solutions; Share relevant information about client needs, situations, and concerns.

4.10. **Principle of Tax Compliance** - The Partner undertakes to fulfil all tax obligations in a timely manner and comply with applicable tax laws and regulations.

### **ARTICLE III MISCELLANEOUS**

5. If the Partner breaches any obligations outlined in this Code, it must immediately notify the Group company with which it has a contract for the supply of goods, services or works. The Partner shall provide all relevant information and data regarding the breach within no more than five (5) working days.

6. In the event of an internal investigation by a Group company to verify compliance with this Code or investigate a suspected breach, the Partner must cooperate in good faith and promptly provide all requested data, information, or explanations necessary for the investigation. Failure, refusal, or unreasonable delay by the Partner in providing the required data, information, or explanations shall be considered a breach of this Code.

7. If the Partner is found to have breached the requirements of this Code, the Group companies reserve the right to terminate or refuse any business relationship with the Partner. Additionally, the Partner may be added to the list of untrustworthy entities. A Partner listed as untrustworthy entity shall be prohibited from participating in tenders, surveys, or procurement processes for the supply of goods, services or works held by the Group companies for a period of one (1) year.