

PARTNER CODE OF CONDUCT

01

INTRODUCTION

Slovanet, a. s. Code of Conduct for Business Partners

Slovanet, a. s., with its registered office at Galvaniho 19, 821 04 Bratislava, **(hereinafter referred to as “Slovanet”)** commits to conducting its business activities in an ethical and lawful manner towards third parties and the public.

Since Slovanet’s activities and successful business, including adherence to these aspects, often depend on business partners and their employees, Slovanet must also require ethical and lawful behavior from them.

Slovanet, a. s. Code of Conduct for Business Partners (hereinafter referred to as the “Code”) applies to Slovanet’s Business Partners. **A Business Partner** is a third party or individual who enters into a relationship with Slovanet or performs activities related to any aspect of Slovanet’s operations.

This Code establishes requirements in the areas of environmental and social responsibility and the procedure for ensuring their compliance.

02

EMPLOYMENT AND LABOR

Business Partner ensures **the legality of employment without discrimination, coercion, harassment, and other inappropriate forms of conduct, specifically:**

- a) **No persons may be disadvantaged** based on age, gender, sexual orientation, pregnancy, disability, nationality, ethnic origin, race, skin color, religion or belief, political conviction, social origin, or marital status. Discrimination occurs when a person is disadvantaged on the basis of these characteristics or for other objectively unjustified reasons.
- b) Regarding these attributes, attention **is paid to equality of opportunities** in all aspects and phases - employee recruitment, job placement, education, personal and career growth.
- c) Business Partner **must not use forced labor** or involuntary prison labor. It ensures that **there is no cruel or inhumane treatment** in the workplace, such as sexual harassment, physical punishment, psychological and physical pressure, verbal attacks on employees, as well as threats and intimidation of employees.
- d) Any **violation of fundamental human rights** in the workplace and operational facilities **is prohibited**.

Slovanet's Business Partners **cannot be entities that have committed:**

- a) **a serious violation in the area of social law or labor law**, for which a sanction has been legally imposed by authorized bodies,
- b) **a serious violation of professional duties, especially**, but not limited to, violations of legal regulations related to the performance of a profession or business, for which a sanction was imposed, violations of obligations arising from a contract related to the performance of a profession or business, resulting in contract termination, or violations of rules of professional associations, as a result of which membership in these organizations was canceled.

The Business Partner is obliged to immediately inform Slovanet about such a violation within pre-contractual relations, as well as during the duration of the contractual relationship with Slovanet.

03

OCCUPATIONAL SAFETY
AND HEALTH

The Business Partner must ensure that the workplace is safe. Workplaces, as well as work equipment and aids, must comply with applicable laws and regulations. Fire protection and emergency medical care requirements must also be observed.

Juvenile employees must not be exposed to risky or dangerous conditions that threaten their physical and mental health and development. Employees must undergo regular workplace safety and health training. Sufficient hygiene must be ensured in the workplace. If the Business Partner provides accommodation for employees, the same requirements apply there.

The Business Partner has a designated management representative responsible for creating a safe and healthy work environment for all employees and for implementing and adhering to occupational safety and health principles.

04

ENVIRONMENTAL
PROTECTION

The Business Partner shall **comply with the relevant laws and regulations on water, air, nature, and landscape protection** valid in the territory of the Slovak Republic and the EU in their current version, particularly:

- a) Directive 2012/19/CE WEEE on waste electrical and electronic equipment (if supplies are made within the European Union),
- b) Directive 2011/65/CE ROHS 2 on the restriction of hazardous substances (if supplies are made within the European Union),
- c) Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing the European Chemicals Agency and amending certain directives.

If changes or replacements of regulations occur during the validity of this Code, the Business Partner **commits to complying with these regulations in their current version.**

The Business Partner's operations must meet the legal requirements for **waste management**, as well as standards and requirements related to **emission controls** and **water protection**. The Business Partner commits to complying with all regulations concerning **the handling of hazardous substances**. This particularly includes storage, handling of hazardous substances, and their disposal.

The Business Partner's employees must be instructed on handling hazardous materials and substances. It is necessary to prevent or at least minimize environmental pollution to the greatest reasonable extent.

05

USE OF COMPANY NAME
AND LOGO OF SLOVANET

A Business Partner who **uses a motor vehicle marked with the Slovanet logo** and/or business name is obligated to use the vehicle in a manner that does not damage the company's reputation, particularly by adhering to rules of safe and considerate driving, proper parking, and maintaining the vehicle in a clean condition with a visible logo. If the vehicle's marking is damaged, the Business Partner is required to immediately notify Slovanet.

A Business Partner **representing Slovanet** must use **representative** attire appropriate to their role within the Business Partner's operations. An employee of the Business Partner who uses clothing with the Slovanet company logo when interacting with clients and Business Partners is obligated to maintain this clothing clean and undamaged.

A Business Partner conducting activities on behalf of Slovanet **uses the Slovanet business name in personal, telephone, written, or electronic communication** with clients in a manner that is appropriate, purposeful, and adheres to ethical communication principles.

A Business Partner who **uses Slovanet's contracts and other documents** in performing their activities is obligated to use only Slovanet-approved templates, use them only for their intended purpose, protect Slovanet's property from damage, theft, and loss, and in the event of damage, theft, or loss, immediately report such an incident to Slovanet.

06

INFORMATION SECURITY
AND DATA PROTECTION

The Business Partner implements systematic measures **to reduce the risk of information leakage or misuse:**

- a) implements appropriate measures within the company to ensure information security, controls their compliance and effectiveness on a regular basis,
- b) protects internal and confidential information from unauthorized access and unauthorized modification,
- c) responds immediately to security issues if the situation requires,
- d) takes measures to prevent personal data leakage or misuse and promptly informs Slovanet about any security incidents.

If the contractual or pre-contractual relationship with the Business Partner includes **access to Slovanet's physical premises** and/or computer systems and networks within Slovanet's environment, Slovanet will require the Business Partner to comply with specific requirements to minimize security risks associated with the Business Partner's activities in Slovanet's environment and transfer responsibility for possible consequences of non-compliance with these security requirements. The Business Partner will be demonstrably informed about these specific requirements and commits to adhering to them.

07

CONFLICT OF INTERESTS

A conflict of interests, or the risk of a conflict of interests or potential conflict of interests, arises when the private objectives and activities of a Business Partner, members of their statutory body, supervisory body, or other persons acting on behalf of the Business Partner or their close persons, threaten or are in direct contradiction with the interests of Slovanet. A conflict of interests could also arise as a consequence of economic interests, political affiliation, or any other relationships or shared interests.

For this reason, the Business Partner is obligated to take all necessary measures to prevent a conflict of interests, immediately notify Slovanet in writing of any conflict of interests during the duration of the contractual relationship with Slovanet, and take all measures necessary to terminate the conflict of interests.

08

COMPLIANCE
WITH THE CODE

If a Business Partner becomes aware of any suspicions indicating a non-negligible violation of this Code, they must **immediately report it to Slovanet** in writing or by electronic mail to the address compliance@slovanet.net. The Business Partner may be asked to provide a written report about such violations. This report must contain a detailed description of the violation, the persons involved, as well as the actual or potential consequences of the violation (e.g., official procedures). The Business Partner will cooperate in clarifying such a violation within the investigative procedures initiated for this purpose. Such reporting will be carried out with regard to the legitimate interests of the Business Partner and the rights of employees, primarily with respect to personal data protection and trade secret protection. This also applies to violations by the Business Partner's subcontractors.

Slovanet has the right to information about compliance with this Code at any time during the duration of the contractual relationship, and this right includes Slovanet's right to conduct an audit, which may be carried out at Slovanet's expense and upon its request.

09

SUBCONTRACTORS
AND SANCTIONED PERSONS

The standards defined in this Code must also be followed by subcontractors with whom the Business Partner cooperates in providing their services and who are involved in providing services for Slovanet. The Business Partner must inform them about the provisions of this Code and require them to fulfill the requirements and standards stated herein.

The Business Partner, as well as any entity controlled by them, representative of any of the mentioned entities or any senior representative or authorized person, employee, agent, affiliated company, representative of the Business Partner or their ultimate beneficial owner as defined under Act No. 297/2008 Coll. on protection against money laundering and terrorist financing and amending certain laws as amended **must be able to guarantee that they are a natural or legal person who is not included in the list of sanctioned persons**, whereby the list of sanctioned persons means lists maintained by the Office of Foreign Assets Control of the United States Department of Treasury (OFAC) or another authority in the USA, Her Majesty's Treasury or another authority in the United Kingdom, as well as lists of sanctioned persons according to UN or EU regulations under Act No. 289/2016 Coll. on implementing international sanctions. If this declaration and guarantee become inaccurate or misleading in any way, the Business Partner must immediately inform Slovanet.

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CONCLUSION

In the event of any violation of the obligations contained in this Code by the Business Partner, Slovanet will provide sufficient time for remedy of the violation or, if this is not possible due to the nature of the violation, the partner may be warned about such violation. If the Business Partner does not remedy the violation within the specified time or if there is a repeated violation of the Code, the contractual relationship may be immediately terminated.

In the case of repeated or serious violation, the contractual relationship may be immediately terminated, even without providing sufficient time for remedy or without warning about the violation. A serious violation is considered to be a gross or intentional breach of this Code. Other rights of Slovanet against the Business Partner, particularly any potential claim for damages, remain unaffected.

Slovanet is entitled to modify and supplement this Code at any time to ensure it is always in compliance with legal regulations, guidelines, or any court decision. The change becomes effective for Business Partners on the day of its notification.

This version of the Code is valid from April 2, 2025.

The current version of the Code is available at: www.slovanet.sk/partner-kodex.