
BUSINESS PARTNER CODE OF CONDUCT

A. Our commitment and our expectations

We expect all our business partners to follow all relevant local and international regulations governing their behavior. We, the FTI GROUP (“**FTI**”), commit ourselves to ethical and sustainable behavior as stated in the OUR WORLD Code of Conduct. We are dedicated to our three core values of INTEGRITY, RESPECT and RESPONSIBILITY.

FTI regards the provisions of this *Business Partner Code of Conduct* to be essential for the business relationship between **FTI** and the business partner. Therefore, compliance with the provisions herein is acknowledged and agreed by the business partner.

The business partner will support **FTI**’s implementation of legally required and other due diligence processes by actively participating in related initiatives, e. g. self-assessment questionnaires.

The business partner will use its best efforts to be familiar with the business practices of its own suppliers, sub-contractors and other business partners and require all such business partners to comply with this *Business Partner Code of Conduct* and especially the minimum standards laid down in section B. The Business Partner and **FTI** will discuss any questions in relation to this *Business Partner Code of Conduct* in a trustful and respectful manner.

If you have any questions regarding this *Business Partner Code of Conduct*, please contact our compliance helpdesk under compliance@fti-group.com.

To report any misconduct against the standards laid down in this *Business Partner Code of Conduct* please use our whistleblowing system [FTI GROUP IntegrityLine](https://ftigroup.integrityline.com/) (<https://ftigroup.integrityline.com/>).

B. Minimum standards

The provisions laid out in this *Business Partner Code of Conduct* are considered to be the absolute minimum standards. Business partners are encouraged to provide standards of good business practices beyond these minimum standards.

I. Compliance

1. Good conduct

The business partner will take no actions which are or may be detrimental to **FTI** or can cause damage to the reputation of **FTI**.

2. Combatting corruption

Business partners of **FTI** undertake all necessary measures to actively prevent any illegal or unethical exertion of influence on decisions of **FTI** or any other company or institution as well as to actively prevent any corruption and bribery in their respective company and its affiliates.

3. Gifts and Invitations

The business partner understands that gifts or other benefits such as improper payments or invitations that exceed legal, cultural and social norms can be seen as an unethical influence on decisions and will therefore neither accept, demand or give such gifts from or to employees of **FTI**.

4. Combatting collusive agreements

Business partners of **FTI** do not take part in any collusive agreements restricting the free market, undertake all necessary measures to actively prevent illegal cartels and are committed to fairness in competition.

5. Sanctions and Embargos

The business partner declares that neither the business partner itself, nor the owner(s) or major shareholder(s) are sanctioned by the United Nations Security Council, the European Union, the United Kingdom or the United States.

In order to support global sanction mechanisms, we expect our business partner to undertake all necessary measures to ensure that no business is conducted with any sanctioned individuals or organizations.

6. Anti-Money Laundering

The business partner undertakes all necessary measures to actively prevent any forms of money laundering and terrorism financing in its business area.

7. Conflicts of Interest

Personal interests can influence the professional judgement and decisions to the detriment of the business partner or **FTI**. The business partner therefore undertake all necessary measures to actively prevent conflicts of interest in their business area. This encompasses situations in which a business partner's employee's own interests conflict with its companies interests or when a business partner's interests conflict with the interests of **FTI**.

II. **Working Conditions**

1. Forced labor

The business partner complies with relevant laws and regulations for employment and actively undertakes all necessary measures against illegal and illicit employment. This includes any employment that is based on the threat of punishment, slavery, human trafficking or sexual exploitation.

2. Salary and working times

The business partner employs and pays their employees on the basis of fair contracts in compliance with the law and comply with international minimum standards. If the local labor law mandates a minimum wage, no employee must be paid less than mandated. Working times must be in accordance with local laws and regulations.

3. Child labor

The business partner ensures that children under the age of 15 may not be employed in any way or form.

Moreover, juveniles under the age of 18 may not be employed if the work is in any way dangerous for their health, safety or morals. Any employment related to drugs, prostitution or forced employment is to be avoided at all costs.

The business partner will do its best to combat the sexual exploitation of children and juveniles.

4. Anti-discrimination

The business partner ensures no discrimination because of nationality, social background, health status, disability, sexual orientation, age, sex/gender, political affiliation, or religion. This applies to all employment decisions including wages.

5. Respect for fundamental rights of employees

The business partner respects health, safety and personal rights of its employees and commits itself to the principles of a respectful and fair treatment of its employees. The business partner will not interfere with its employees' rights to join labor organizations or participate in collective bargaining.

III. Environment

The business partner complies with relevant laws and regulations governing environmental and animal protection and minimizes its environmental impact.

The business partner has aims to reduce energy consumption, which is monitored and implemented. All measures with a reasonable return on investment are planned and implemented.

The business partner aims to develop and implement a solid waste reduction and recycling policy with quantitative targets to reduce non-reusable or recyclable waste.

The business partner has to adhere to all relevant laws and safety procedures that regulate the use of mercury and persistent organic pollutants. We encourage our business partner to reduce or avoid the use of these chemicals wherever possible.

The business partner follows all relevant laws, regulations and best practices to avoid damage to the environment by polluting the ground, soil, water, or air. The business partner avoids excessive water consumption, especially, if water is scarce. The business partner tries to reduce the emission of greenhouse gases in order to follow the climate goals of the European Union and other states.

The business partner has a health, safety and crisis management policy for employees that meets legal standards and best practice. Accidents and incidents are investigated and corrective action is taken. First aid kits and trained personnel are available at all relevant sites.

IV. Conduct towards guests

Business partners that are in contact with guests of **FTI** are expected to behave honestly, responsibly and fairly as well as in a respectful and professional manner towards guests. The safety and wellbeing of guests must not be jeopardized.

V. Information security/ Data protection

The business partner will adhere to all relevant data protection regulations (e.g. EU GDPR) and standards concerning the protection of personal data from misuse or unauthorized disclosure. This includes personal data of **FTI** employees as well as personal data of guests.

C. Enforcement

I. Reporting of violations

The business partner agrees to give prompt written notice to **FTI** in the event that, at any time during the term of this agreement, the business partner has failed to comply with or has breached any of the warranties from this document.

The business partner has to ensure that its employees have access to the **FTI** Whistleblowing System ([FTI GROUP IntegrityLine](#)) and can use it to inform **FTI** about potential breaches of the minimum standards laid down in this *Business Partner Code of Conduct*.

The business partner is encouraged to implement a similar system, so that employees and third parties can report issues and violations.

The business partner shall support any investigations into alleged violations. Additionally, in line with its own due diligence efforts, the business partner should provide grievance / complaints mechanisms or support respective sector or country specific non-judicial mechanisms

II. Transfer clause

The business partner is obliged to comply with this *Business Partner Code of Conduct* also vis-à-vis its own contractual partners (i.e. **FTI**'s sub-suppliers). The business partner therefore needs to ensure to only subcontract other business partners who adhere to the minimum standards laid down in this *Business Partner Code of Conduct*.

III. Requests for additional information

FTI reserves the right to request additional information and documentation in order to verify the adherence with the minimum standards of this *Business Partner Code of Conduct* or in order to investigate reports about violations against them.

IV. Audit

FTI reserves the right to conduct an audit at the premises of the business partner in order to verify the adherence to this *Business Partner Code of Conduct*. Any audit will be mutually agreed with the business partner and will be prepared by the business partner

providing an appropriate level of documentation which substantiates in a clear and transparent manner the adherence to this *Business Partner Code of Conduct*.

V. Remediation

In case of a violation against the minimum standards laid down in this *Business Partner Code of Conduct*, both parties will discuss remediation possibilities. Both parties must agree on a remediation plan with concrete timelines and actionable items.

VI. Contract termination

In case of a failed remediation, or if the violations against this *Business Partner Code of Conduct* pose significant risk to **FTI**, or if the trust for a further relationship is lacking, **FTI** reserves the right to terminate the underlying contract. In case of contract termination due to the before-mentioned reasons, the parties agree that if **FTI** incurs any penalties and/or fines as a result of such breach, the breaching party shall indemnify and hold harmless **FTI** against any such penalties and/or fines. The breaching party shall also reimburse **FTI** for any costs, expenses or damages incurred as a result of such breach.