

## **BAWAG P.S.K. SUPPLIER CODE OF CONDUCT**

Edition May 2019

The BAWAG P.S.K Code of Conduct (hereinafter referred to as CoC) defines BAWAG P.S.K.'s supplier requirements for the procurement of goods and services. In the event that BAWAG P.S.K. changes these requirements in future, it expects its suppliers to accept and adhere to the appropriate changes.

### **We demand from our suppliers:**

#### **1. Adherence to local laws:**

- to observe the laws of the respective applicable legal systems,

#### **2. Gifts, allowances and relationship to authorities and government representatives:**

- to omit all activities which can influence any decisions of authorities and public or government representatives, primarily cash allowances, gifts or other benefits to public servants are forbidden as far as they exceed the usual framework, even if such activity would seem to support the economic interest situation of BAWAG P.S.K. Group.
- employees do not accept any gifts or allowances exceeding € 20,- per year in connection with their job. Invitations outside the usual business cooperation are also covered by this rule.

#### **3. Attention to Human and Constitutional Rights, Health and Security of Employees**

- to promote equality of chances and equal treatment of the suppliers employees, without attention of the skin colour, race, nationality, social background, handicap (if any), sexual orientation, political or religious conviction and gender or age.
- to respect the dignity, private sphere and personal rights of every individual,
- to reject all unacceptable treatment of employees,
- not to tolerate child employment
- not to tolerate any behaviour (including gestures, verbal or physical contact) which would be sexual, threatening, abusive or exercising any sort of force,
- to care for adequate remuneration and to assure the legal minimum wages of the respective state,
- to keep to the maximum working hours legally agreed in the respective state,
- to take over the responsibility for health and security of employees,
- to reduce risks and to care for optimal measures to prevent accidents or occupational diseases

#### **4. Environmental protection**

- to observe all legal regulations and international standards for the protection of the environment

#### **5. Supply chain**

- to promote in the best possible way the observance of this CoC by sub-suppliers
- to observe the principles of non-discrimination on selecting suppliers and on cooperating with suppliers.

#### **6. Compliance with § 28 BWG (Austrian Banking Act) – Transactions with the Bank's affiliated parties**

- The supplier of BAWAG P.S.K. confirms that none of the supplier's decision makers exercise any of the functions listed in a) to e) within BAWAG P.S.K.:

BAWAG P.S.K. concludes legal transactions directly or indirectly with

- a) members of its Management Board
- b) members of its Supervisory Board or any other supervisory bodies imposed by law or statutes,
- c) legal representatives and senior staff of companies controlling or controlled by BAWAG P.S.K.
- d) spouses, partners according to § 72 para 2 of the Criminal Code (StGB), children, adopted and foster children of a person mentioned in a) to c), in respect to c), however, only legal representatives, or
- e) third parties acting on behalf of a person listed in a) to d)

**solely** based on a unanimous decision of all members of its Management Board and with approval of the Supervisory Board.

## SUPPLIER DECLARATION

1. We have received BAWAG P.S.K.'s CoC and commit ourselves to observe its regulations.
2. We will commit our suppliers and sub-service providers to observe the CoC-regulations.
3. In case of breach of the regulations of this CoC we will inform BAWAG P.S.K.
4. In the event of transactions with the Bank's affiliated parties according to § 28 BWG (Austrian Banking Act), we will inform BAWAG P.S.K.
5. BAWAG P.S.K. is entitled to verify the observance of the regulations of this CoC. This can take place through an on-site-check or through submission of a questionnaire or similar instruments. In case of a suspected offence to the rules of this CoC (e.g. in mass media reports), we will immediately submit a written statement to BAWAG P.S.K. upon request.
6. In case of breach of the regulations of the CoC or this declaration, BAWAG P.S.K. is entitled to terminate existing contracts and to cancel orders if such offences are not removed within an adequate term.
7. All eventual disputes arising on the basis and in connection with this CoC and this declaration are governed by Austrian laws excluding UN-purchase rules and other collision norms. All disputes will be settled at such court in 1010 Wien (Austria) which is responsible with respect of the suitable substantive laws.
8. BAWAG P.S.K. processes the personal data disclosed by us during the procurement process. Information about the data protection claims and rights to which we are entitled can be found in the "Information sheet on data protection for business partners (such as suppliers and service providers)", which is available at any time under the following link:  
[www.bawagpsk.com/BAWAGPSK/PK/services/rechtliches/277338/agb.html#datenschutz](http://www.bawagpsk.com/BAWAGPSK/PK/services/rechtliches/277338/agb.html#datenschutz)

.....  
Place, date

.....  
Legal signature