



CODE OF CONDUCT FOR SUPPLIERS

ARTICLE 1 DEFINITIONS

Infra Group: any company part of the Infra Group.

Supplier: any legal entity or natural person that directly or indirectly supplies services or products to the Infra Group.

Code of Conduct: This Code of Conduct for Suppliers of the Infra Group.

ARTICLE 2 PURPOSE

Infra Group attaches great importance to honesty and integrity and places a high priority on the environment. Our employees, customers and suppliers must be able to place their unconditional trust in Infra Group.

At Infra Group, we regard our Suppliers as key partners in realising our vision, mission and strategy. To ensure that the companies we do business with align with our core values, we expect them to adopt and comply with the Infra Group Code of Conduct for Suppliers. We also expect them to demonstrate honesty, integrity and environmental awareness.

The Supplier Code of Conduct sets out the principles and standards that we require and expect our Suppliers to implement and adhere to when conducting business with and on behalf of Infra Group.

This Supplier Code of Conduct forms part of all procurement agreements between the Supplier and Infra Group, and applies to every individual or entity, including subsidiaries, affiliated companies and subcontractors, that supply products and solutions to Infra Group, its affiliated companies and joint ventures, wherever in the world.

The Supplier Code of Conduct is inspired by the Ten Principles of the United Nations Global Compact, which serve as a fundamental framework for sustainability and responsible business conduct.

ARTICLE 3 RULES OF CONDUCT

1. Legislation

- a. The Supplier shall comply with all relevant legislation and the applicable national laws of the countries in which it operates.
- b. It is the Supplier's responsibility to incorporate the provisions of the Supplier Code of Conduct into its agreements with its subcontractors and to ensure compliance therewith.

2. Human Rights

- a. The Supplier supports and respects the protection of international human rights, in accordance with treaties concluded by the government and United Nations resolutions.
- b. The Supplier shall, in particular, recognise and respect the following for both its own organisation and its supply chain:
 - Human rights; social justice, mental and physical integrity, and human dignity;
 - The diversity of different demographic groups and local cultures, including women and migrant workers;
 - The Supplier shall refrain from discrimination, child labour and forced labour.

3. Fair Labour

The Supplier supports and respects internationally recognised labour rights in accordance with the conventions of the International Labour Organisation (ILO). These include, but are not limited to, the following:

- a. The Supplier recognises and respects the employee's right to:
 - Collective bargaining;
 - Freedom of association and the right to join a trade union.
- b. The Supplier must prohibit all forms of workplace harassment, including abuse or disciplinary measures involving physical



force, threats of physical violence, sexual or other forms of harassment, and verbal abuse.

c. The Supplier shall:

- Remunerate employees in accordance with wage legislation;
- Remunerate self-employed persons in line with market rates;
- Comply with working hours as stipulated by health and safety legislation;
- Ensure a safe working environment;
- Only employ staff who are authorised to work in the country.

4. Health, safety and wellbeing in the workplace

a. The Supplier must provide a safe and healthy working environment for all employees, taking into account the specific hazards/risks of each activity, and take action to minimise the causes of hazards inherent in the working environment and implement measures to protect vulnerable groups.

b. Infra Group requires its Suppliers to comply with all applicable international standards, national regulations and laws to ensure a safe and healthy workplace for its employees and to prevent the risk of accidents or occupational diseases.

5. Information Security

a. Notwithstanding any data processing agreement that may have been concluded between the Supplier and Infra Group, if the Supplier receives data from Infra Group or its client in order to fulfil obligations, the Supplier shall process such data in accordance with the General Data Protection Regulation (GDPR) as well as national legislation on privacy, data security and telecommunications to prevent, amongst other things:

- Loss of private data of (end) customers;
- Unauthorised access to employee data;
- Intellectual property theft and/or identity theft;
- Unprotected personal financial data.

b. The Supplier shall also implement necessary and minimum cybersecurity measures (including a firewall, anti-virus software, two-factor authentication, password policy, etc.). The Supplier shall endeavour to align these measures as closely as possible with the requirements for ISO 27001 certification. Where applicable, the Supplier shall comply with the NIS2 legislation and regulations.

c. If at any time this security is compromised, the Supplier shall act swiftly and responsibly and inform Infra Group immediately.

6. Consumer safety

Suppliers supplying products to Infra Group shall ensure that products do not contain hazardous substances as defined in the EU Directive on the restriction of the use of certain hazardous substances and in related national legislation. The Supplier shall take all necessary measures to guarantee consumer safety.

7. Environment and Climate

a. Infra Group recognises the urgency of climate change and the emerging climate crisis and is committed to environmental protection. Reducing greenhouse gas emissions is a key strategic priority. Infra Group's carbon reduction targets have been validated by the Science Based Targets initiative (SBTi).

b. The Supplier recognises and respects the environment in its business operations and continually seeks ways to minimise the impact of its business activities on the environment as much as possible.



c. Infra Group expects its Suppliers to prioritise efforts to reduce their own carbon footprint and the transition to renewable energy sources

d. The Supplier must report and disclose complete, consistent and accurate data on Scope 1 and 2 greenhouse gas emissions.

e. The Supplier shall strive for recycling, reuse and repurposing by adapting existing products and processes. The Supplier shall process its waste in an environmentally friendly manner.

f. The Supplier shall strive to reduce the consumption of energy (e.g. electricity, fuel), water and raw materials, and avoid environmentally harmful technologies and processes.

g. The Supplier must at all times act in accordance with all applicable laws and regulations relating to waste, energy, emissions, noise and hazardous substances.

8. ESG

a. The Supplier shall endeavour and cooperate to support Infra Group in achieving its ESG (Environment, Social and Governance) objectives.

b. Each Supplier is expected to share information with Infra Group in a manner that enables Infra Group to comply with the relevant requirements of the EU CSRD reporting framework.

c. Infra Group is committed to making a positive impact on the communities in which we operate. We encourage our Suppliers to engage with local communities in a responsible and respectful manner and to make a positive contribution to the social and economic development of these communities.

9. Business Ethics & Anti-corruption

a. The Supplier shall conduct its business activities in accordance with the relevant competition laws and regulations in the countries where it operates.

b. The Supplier shall refrain from unethical conduct such as extortion and bribery. Instead, the Supplier shall endeavour to prevent all possible forms of corruption.

c. The Supplier, its employees and its representatives shall refrain from directly or indirectly participating in or encouraging conduct that may be construed as corruption or bribery of a public official or any other party (e.g. company directors, managers, etc.) who may influence a decision.

d. If the Supplier or its employee is a victim of or witnesses unethical or inappropriate behaviour in the performance of the services, this may be reported to Infra Group.

e. The Supplier must be honest, direct and truthful in its relationship and communication with Infra Group and must avoid any form of inappropriate behaviour and conflicts of interest.

10. Responsibility in the supply chain:

a. Suppliers are expected to ensure that their supply chain meets the same high standards as set out in this Code of Conduct. This includes:

- Encouraging Suppliers further down the chain to embrace these principles;
- Being transparent about the origins and practices within their supply chain.



11. Miscellaneous

a. Infra Group and the Supplier will review the Code of Conduct and actively seek ways to continuously improve it, both in terms of content and in extending compliance to Suppliers.

b. Infra Group may reconsider its relationship with a Supplier who fails to comply with the Code of Conduct. A Supplier who is unable to comply (fully) with the Code of Conduct shall inform Infra Group of the non-compliance and indicate whether and when they will comply in the future.

c. Upon request, the Supplier shall provide Infra Group with relevant information relating to matters covered by the Code of Conduct within a reasonable period of time.

d. The Supplier shall inform its employees and suppliers of its compliance with the Code of Conduct and shall endeavour to ensure that its supply chain also accepts the provisions of this Code of Conduct.

e. Infra Group may monitor the use and conditions of the Code of Conduct and may audit a Supplier for compliance. The Supplier shall improve compliance based on the results.

