

4IG INFORMATIKAI ZRT.

CODE OF ETHICS FOR BUSINESS PARTNERS



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CODE OF ETHICS FOR BUSINESS PARTNERS

1. BASIC REQUIREMENTS FOR BUSINESS PARTNERS

The business operations and success of the 4iG Group and accordingly **4iG Informatikai Zrt.** (4iG Information Technology Ltd. hereinafter referred to as “**our Company**”, “**we**” or “**us**”) are based on ambitious objectives, outstanding performance and fair business conduct under all circumstances, in compliance with the law, internal policies and professional and ethical rules. We therefore expect our business partners to join this commitment and to learn about and follow our ethical and compliance principles and apply them to their own value chains.

Our business partners are all business entities and natural persons who have a non-employment contractual relationship with us, including, but not limited to, suppliers, subcontractors, distributors, intermediaries, representatives, buyers, customers, joint venture partners, and other persons who have a contractual relationship with our Company for the delivery of goods or the provision of services.

This Code of Ethics for Business Partners sets out the expectations that we wish to enforce on our partners based on the principles set out in Code of Ethics and Business Conduct. Our business partners are expected to take measures proportionate to the size, complexity and risk exposure of their organisations to ensure ethical operations and compliance. We expect our partners to inform us without delay of any information they become aware of in relation to a breach of this Code of Ethics for Business Partners and the results of any internal procedure (self-audit) conducted on the basis of such suspicions, through the Ethics and Compliance Line established by us for this purpose.

1.1 RESPECT FOR HUMAN RIGHTS AND ETHICAL EMPLOYMENT

We expects all our partners to respect the human rights of all stakeholders, and therefore all our partners shall refrain from business practices that violate human rights and shall exercise due diligence in making business decisions, particularly with regard to their potential impact on the enjoyment of human rights. In this regard, we attach particular importance to respect for the human rights and fundamental values enshrined in certain fundamental international conventions, in particular the UN Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights.

With regard to the protection of human rights, particular attention shall be paid to the following:

- the prohibition of forced labour, slavery, human trafficking, debt bondage, servitude, illegal employment and undeclared work;
- the prohibition of child labour, including child prostitution and child pornography, the use of children in illegal activities (e.g. drug trafficking) or harmful work;
- the prohibition of treatment that is offensive to human dignity or humiliating and degrading,
- the requirement of equal treatment and non-discrimination;
- the prohibition of disregarding freedom of association and the right to collective bargaining;
- Compliance with Regulation (EU) 2017/821 on conflict minerals in accordance with Annex II of the OECD Guidelines.

Our business partners are expected to engage in fair employment practices and to act in accordance with the principle of proper exercise of rights in their employment relationships. We do not tolerate any form

of forced or child labour, or other forms of unethical employment, such as withholding wages and statutory benefits, denying sick leave or rest time, or abusing alternative forms of employment.

Our business partners shall pay particular attention to the following:

- prohibition of discrimination in employment and employment relationships (e.g., prohibition of unequal pay or remuneration);
- the prohibition of withholding fair wages, including the requirement to pay the applicable minimum wage;
- the prohibition of domination or other forms of oppression in the workplace, such as extreme economic or sexual exploitation and humiliation.

In order to protect the values of fundamental human rights and employment and to ensure compliance with prohibitions, we expect the conventions and protected values listed below to be applied:

- Prohibition of the employment of children below the age at which compulsory education ends under the legal system applicable at the place of work, with the proviso that the minimum age for employment shall not be less than 15 years; in accordance with Article 2 of the Convention concerning Minimum Age for Admission to Employment of the International Labour Organisation, adopted on 26 June 1973 (promulgated in Hungary by Act LXIX of 2000);
- Prohibition of the worst forms of child labor for children under the age of 18; this includes Article 3 of the International Labour Organisation's Convention No. 182 of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (promulgated in Hungary by Act XXVII of 2001):
 - all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and servitude, and forced or compulsory labour, including forced conscription or compulsory recruitment of children for use in armed conflict;
 - inducing, mediating or offering a child for prostitution, pornography production, or pornographic performances;
 - inducing, mediating or offering children for prohibited activities, in particular the production and trafficking of drugs;
 - work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of children.
- Prohibition of employing people in forced labour; this includes any work or service that is demanded from a person under threat of punishment and to which they have not voluntarily submitted themselves, but which is the result of, for example, debt bondage or human trafficking; forced labour does not include work or services which are compatible with Article 2(2) of the International Labour Organisation's Convention No. 29 of 28 June 1930 concerning forced or compulsory labour (promulgated in Hungary by Act XLVIII of 2000) or points 2 and 3 of Article 8(3)(c) of the International Covenant on Civil and Political Rights of 19 December 1966 (promulgated in Hungary by Decree-law No. 8 of 1976).

1.2 HEALTH AND ENVIRONMENTAL PROTECTION

We expect our business partners to prevent personal injury, environmental damage and hazards, and reduce health, safety and environmental risks. They shall always carry out their activities in compliance with the relevant safety and environmental regulations and in such a way as to minimise the environmental impact and the risks to health and safety at work.

We have a zero tolerance policy on drug use and alcohol consumption, and employees and other contributors of business partners are prohibited from using drugs or working under the influence of alcohol, drugs or other mind-altering substances at our workplaces.

In terms of health protection, we expect our business partners to:

- prohibit the disregard of obligations relating to health and safety at work, including ensuring appropriate management processes, where this would lead to a risk of accidents at work or work-related health problems, in particular by:
- safety regulations are clearly inadequate in terms of providing and maintaining the place of work, the workplace, and work equipment;
 - appropriate protective measures to avoid exposure to chemical, physical, or biological agents are not in place;
 - measures to prevent excessive physical and mental fatigue are not in place, in particular through inadequate organisation of working time and rest periods; or
 - inadequate training and education of employees.

With regard to environmental protection, we also expect our business partners to:

- Enforce the prohibition of harmful soil conversion, water pollution, air pollution, harmful noise emissions and excessive water consumption, which
 - significantly impairs the natural basis for food preservation and production;
 - prevents someone from accessing safe drinking water;
 - makes it difficult or impossible for someone to access sanitary facilities;
 - harms someone's health.
- According to the Minamata Convention on Mercury of 10 October 2013 (promulgated in Hungary by Act CLII of 2016):
- prohibition of the manufacture of mercury-containing products in accordance with Article 4(1) and Part I of Annex A of the Minamata Convention;
- prohibition of the use of mercury and mercury compounds in manufacturing processes, as specified in Article 5(2) and Part I of Annex B of the Minamata Convention, for the products and processes specified therein, from the phase-out date specified in the Convention;
 - prohibition of the treatment of mercury waste contrary to the provisions laid down in Article 11(3) of the Minamata Convention.
- Prohibition of the manufacture and use of chemicals listed in Article 3(1)(a) and Annex A of the Stockholm Convention on Persistent Organic Pollutants of 23 May 2001 (promulgated by Hungary in Act V of 2008) (POP Convention), as amended by Commission Delegated Regulation (EU) 2021/277 of 16 December 2020 (OJ L 169, 26.5.2019, pp. 45-77), amending Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (OJ L 62, 23.2.2021, pp. 1-3).
- Prohibition of environmentally unsound treatment, collection, storage, and disposal of waste in accordance with Article 6(1)(d)(i) and (ii) of the POP Convention, in accordance with the regulations in force in the applicable jurisdiction.
- The prohibition of the export of hazardous waste according to Article 1(1) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal of 22 March 1989 (promulgated in Hungary by Government Decree No. 101/1996 (12 July)) (Basel Convention) and "other wastes" within the meaning of Article 1(2) of that Convention, in accordance with Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste (OJ L 190, 12.7.2006, pp. 1-98), as amended by Commission Delegated Regulation (EU) 2020/2174 of 19 October 2020 (OJ L 433, 22.12.2020, pp. 11-19).
 - to a country that is a signatory to the Convention and has prohibited the import of such hazardous and other wastes (Article 4(1)(b) of the Basel Convention);
 - to an importing state under Article 2(11) of the Basel Convention that has not given its written consent to the import, if the importing state has not prohibited the import of the hazardous waste in question (Article 4(1)(c) of the Basel Convention);
 - to a country that is not a party to the Basel Convention (Article 4(5) of the Basel Convention);

- to an importing country if such hazardous waste or other waste is not managed in an environmentally sound manner in that country or elsewhere (first sentence of Article 4(8) of the Basel Convention).
- Prohibition of exports of hazardous waste from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006).
 - Prohibition on the import of hazardous and other wastes from countries that are not parties to the Basel Convention (Article 4(5) of the Basel Convention).
- the protection of climate, biodiversity, deforestation-free supply chains, and water/water quality;
- compliance with applicable national environmental laws, regulations, and standards;
- ensuring the most effective environmental protection requirements in production, continuously reducing environmental impacts, applying energy management systems, and ensuring energy efficiency;
- compliance with the relevant environmental regulations in their market segment along the value chain for all products they manufacture and supply, including all materials used;
- compliance with the provisions of Regulation (EC) No. 1907/2006 (REACH Regulation) and Directive 2011/65/EU (RoHS Directive). This includes identifying chemicals, hazardous substances, and other materials that pose a risk when released into the environment, as well as planning their transport, storage, use or reuse, and disposal to avoid threats to the environment and workers.

1.3 EQUAL OPPORTUNITIES, EQUAL TREATMENT AND NON-DISCRIMINATION

We are committed to providing equal opportunities for all and expects all our business partners to treat everyone equally in accordance with the principle of equal opportunities and applicable law. We expect all our partners to refrain from any conduct, action, condition, omission, instruction, or practice that would result in (direct or indirect) discrimination or unlawful segregation, such as on the basis of national or ethnic origin, social status, health status, disability, sexual orientation, age, gender, political opinion, religion, or worldview.

1.4 HUMAN DIGNITY AND MUTUAL RESPECT

We expect our business partners to create a working environment based on mutual trust, where everyone is valued, and their human dignity is respected. We expect our business partners to ensure that they communicate with mutual respect, both verbally and in writing.

We consider sexual harassment, defamation and insults to be particularly serious violations of human dignity. Our business partners and their representatives shall refrain from all forms of harassment, in particular from intimidating, hostile, humiliating, degrading conduct or conduct that could create such an environment.

1.5 FAIR TRADE AND COMPETITION

We are committed to fair market conduct and expects our business partners to conduct their activities in accordance with fair competition standards and in compliance with the letter and spirit of applicable laws. We particularly expect our business partners not to unfairly obtain, use, disclose or share information about the business of others, or enter into agreements or concerted practices, or appear to do so, with our Company or others that aim to restrict, prevent or distort competition.

Furthermore, we expect our business partners which provide services to consumers to conduct themselves in accordance with all applicable consumer protection provisions, to conduct their activities in accordance with the spirit and principles of these consumer protection rules and to respect the rights and interests of consumers at all times and to refrain from infringing or jeopardising them.

We expect our business partners to comply with applicable legal requirements and the rules of fair and free competition when participating in public procurement tenders.

1.6 USE OF INTERMEDIARIES AND CONSULTANTS

We expect our business partners to use intermediaries and consultants only in accordance with applicable national law. Remuneration paid to intermediaries or consultants may only be granted for intermediary or consulting services actually provided and shall be proportionate to the service provided.

1.7 PROTECTION OF REPUTATION

We expect our business partners to protect our reputation during the business relationship between the parties as well as after its termination. Therefore, business partners shall not engage in any conduct, whether in connection with their business activities or not, in public or in private, that could damage or jeopardise our reputation, either directly or indirectly. Therefore, business partners shall in particular limit their right of expression in such a way that it does not, in any circumstances, lead to damage to our reputation.

We expect all our business partners to enforce the requirements set out in this Chapter with all their employees and other third parties (e.g. subcontractors, business partners, suppliers) who have a contractual relationship with them.

1.8 SANCTIONS POLICY, COMPLIANCE WITH EXPORT AND IMPORT REGULATIONS

Sanctions, import and export bans are trade restrictions imposed on specific countries, territories, individuals, groups or entities in order to maintain or restore international peace and security and to safeguard human rights, democracy and the rule of law. Such sanctions are legal provisions that prohibit or restrict the sale, purchase, transfer or making available of goods, funds, services, technology or information.

We are committed to respecting national and international sanctions and we expect our business partners to do the same. We expect all our business partners to comply with applicable import and export regulations, sanctions, embargoes, regulations, government directives and guidelines to exercise due diligence when entering into contracts with third parties and to bring to our attention any information that give rise to a risk of breach of sanctions in connection with a business relationship with our Company because of the subject matter of a transaction, the place of performance, the direction of delivery of goods or services, the nature of a product or service, the currency in which a transaction is settled, the parties involved (including intermediaries and financial service providers used) or any other circumstance.

1.9 CORRUPTION AND BRIBERY

Our company does not tolerate any form of corruption (including bribery, gratuities to public officials, kickbacks, extortion, influence peddling, abuse of power for personal gain, unlawful advantages and gifts provided with the intention of influencing, unacceptable donations to officials or other persons with whom the company has business relations, bribes and gratuities or other unlawful payments, such as facilitation

payments) in the competitive (private) sector or in the public or municipal (public) sector, and we expect the same from our business partners.

We think it is important to emphasise that the conduct expected in relation to this Code of Ethics for Business Partners covers not only criminal acts of corruption in the criminal law sense, but also any act that involves the offering, giving, soliciting or accepting of any unlawful advantage, which is in violation of applicable laws and which encourages or influences someone to or refrain from acting in connection with the performance of their obligations.

We expect our business partners to develop and put in place appropriate internal procedures to comply with and monitor these requirements, enabling them to detect and prevent corruption and bribery.

We strictly prohibit any person acting in our name, representing us or in any way on our behalf from offering, giving, soliciting, accepting or receiving any undue advantage. No payments or assets from our Company may be used by business partners for any form of undue influence. We will do so and expect our business partners to do so even if this puts our Company at a competitive disadvantage or deprives it of business opportunities.

We are transparent and free from undue influence in the selection of our partners, and business partners are expected to act in accordance with these principles in their dealings with our Company, in particular when making business gifts and invitations, and to refrain from any conduct that could create even the appearance of undue influence.

1.10 COMBATTING FRAUD AND MONEY LAUNDERING

We expect our business partners to act in good faith and in compliance with applicable rules and regulations, to support combating fraud and not to tolerate fraudulent business practices. Furthermore, we expect our business partners never to engage in any business that promotes criminal activities, uses assets derived from criminal activities or conceals the origin of such assets or finances terrorism, and to comply with and apply the anti-money laundering regulations that apply to them. We expect all our business partners to take reasonable and appropriate measures, commensurate with the size of their organisations, the resources available to them and their risk exposure, to identify their business partners and assess their integrity.

1.11 INSIDER TRADING AND MARKET MANIPULATION

Our business partners shall keep confidential and safeguard information that is considered inside information about the 4iG Group and shall comply with the regulations related to the prohibition and prevention of insider trading, i.e. they shall not use inside information unlawfully or disclose or share inside information with unauthorised persons without authorisation. Our business partners shall never spread false market information or information of dubious origin or content that could affect financial instruments, in particular securities issued by 4iG Nyrt.

“Inside information” means any information that is not publicly available and is material and directly or indirectly related to the 4iG Group or other publicly traded companies or their securities, the disclosure of which would in all likelihood have a material effect on the price of financial instruments.

“Financial instruments” include, among others, transferable securities, money market instruments, options, futures, swaps and forward rate agreements.

“Market manipulation” means the dissemination or transmission of false information about any security or its issuer in order to influence the price or market perception of the security for financial gain.

1.12 ACCURATE RECORDS, REPORTS AND INTEGRITY OF BUSINESS PROCESSES, TAX COMPLIANCE

The integrity of financial and non-financial records and reports is essential for good decision making and to maintain trust between business partners, therefore our business partners shall keep their financial (accounting) and non-financial records and prepare their reports and accounts honestly, accurately and objectively, and to maintain legal and ethical accounting practices that give a true and fair view of the business. Falsification of records or misrepresentation of facts cannot be justified or accepted.

We also expect our business partners to comply with the applicable accounting and tax obligations, to comply with the applicable customs regulations (“tax compliance”) and, accordingly, to pay the applicable taxes and public charges in accordance with the regulations and to keep proper records of the same.

Our business partners must also ensure transparency for us so that we can ascertain the authenticity and validity of their ownership structure, registrations, approvals and licenses.

1.13 LIAISING WITH AUTHORITIES

We expect our business partners to comply with applicable legal requirements in their dealings with governments, authorities, and public institutions and to ensure that no doubt can be cast on the integrity of their activities.

1.14 AVOIDANCE OF CONFLICT OF INTEREST

We expect our business partners to avoid any situation that could create or appear to create a conflict of interest, or otherwise jeopardise our legitimate economic interests in connection with the performance or maintenance of an agreement or business relationship with our Company.

We expect our business partners to exercise particular caution when establishing legal relationships with our employees or other third parties that could compromise our legitimate economic interests, result in conflicts of interest or create the appearance of influencing business decisions.

Conflicts of interest may arise typically, but not exclusively, from the further employment of our employees in any relationship for work (except for dual employment based on an agreement with the 4iG Group) and, except for the acquisition of publicly traded shares, from the acquisition of an investment, share or business interest in a business partner’s company by one of our employees. We expect our partners to avoid and disclose any situation that could give rise to a conflict of interest or the appearance of a conflict of interest in relation to a position held within our Company.

1.15 PROTECTION OF CORPORATE PROPERTY

Our business partners shall be responsible for the integrity and proper, economical and efficient use of our assets and resources that they have been entrusted with or to which they have access, and shall use our assets and resources only for lawful and approved business purposes.

1.16 PROTECTION OF TRADE SECRETS AND INTELLECTUAL PROPERTY

Our business partners shall treat and keep as business secrets the data and information which pertain to our Company and third parties, our commercial relations, transactions, operations, financial situations, investments, negotiations, economic performance and plans, business scope, business customers, clients, suppliers, related documentation, data carriers, as well as solutions, facts, data, knowledge, ideas, concepts and other information created and collected in the course of their activities and which they become aware of in the course of their activities and shall not use, disclose, publish or make available such data for their own or third parties' benefit, except to persons designated by the authorised person.

Furthermore, business partners shall not disclose to any unauthorised person any information that has come to their knowledge in the context of their relationship with our Company and the performance of their activities, the disclosure of which would have an adverse effect on our Company or third parties, or which we have designated as confidential or the confidentiality of which the business partner should have realised.

As information, data and knowledge are critical assets, all business partners are responsible for protecting the confidentiality and integrity of data created, modified, transferred, shared, stored or used in the course of the business relationship between them and our Company, regardless of its actual location or form (electronic, paper, other format, etc.).

We expect all our business partners to immediately destroy or return to us any confidential information or business secrets that have come to their knowledge in connection with the performance of the contract, after the termination of the business relationship or contract between them and our Company, as agreed by the parties.

We respect the work and intellectual property rights of others and expect the same from our partners. Valuable and confidential ideas, strategies and other business data developed by our Company are company property and in some cases protected by law as intellectual property. Intellectual property includes, for example, inventions, know-how, patents, trademarks, industrial designs, copyrights, domain names, scientific and technical knowledge and all other intellectual property rights. Our business partners are required to respect all intellectual property and related rights, and we expect them to put in place appropriate anti-plagiarism processes to minimise the risk of using counterfeit or pirated materials. Agreements entered into on behalf of our Company or involving intellectual property created or acquired using our resources shall be fully respected by all parties.

1.17 DATA PROTECTION AND DATA SECURITY

Our business partners shall respect the privacy of others and are responsible for complying with personal data protection legislation; they shall, in particular, collect and process personal data only for lawful purposes, for the time necessary to achieve the purposes for which they are processed and provide information to data subjects as required by applicable law. We expect all our business partners to act in accordance with the terms of the contract in relation to the processing of personal data. Our business partners shall take appropriate security measures to ensure the confidentiality, integrity and availability of the data to the authorised parties.

Our business partners shall implement appropriate data security measures, including cybersecurity awareness programmes. Accordingly:

- All users involved in the management, use and operation of the IT infrastructure owned or used by our Company are required to regularly attend information security awareness training, and they shall ensure that their own employees, subcontractors and agents attend such training;
- Our business partners shall ensure that only identified users with appropriate authorisations have access to the information infrastructure, subject to the “need to know” principle.

With respect to the IT tools provided by our Company, we reserve the right to supervise and monitor their operation and use by means of technical solutions to ensure data security.

1.18 QUALITY REQUIREMENTS / BUSINESS PARTNER OBLIGATIONS

We strive at all times to ensure that the services we provide, the products we offer, and the development and delivery of our own products meet the highest quality standards. We shall conduct all our activities in compliance with the applicable legal and regulatory requirements and with our own strict internal quality standards, and we expect the same from our business partners. Our business partners shall provide the highest level of quality and product or service security that can be expected based on the definition of the product or service. They shall deliver on their commitments in time, and provide true, reliable, accurate and clear information about their products and services to all their business partners.

2. OBLIGATIONS OF BUSINESS PARTNERS WITH REGARD TO THE PERFORMANCE OF THE CONTRACT

Business Partners agree to comply with the standards set out in this Code of Ethics for Business Partners in all their activities. This includes all activities at home and abroad, in particular the entire process from the extraction of raw materials to delivery or the provision of other services.

We may conduct regular and ad hoc risk assessments to ensure compliance with the requirements set out in this Code of Ethics for Business Partners. If we identify risks that may give rise to additional requirements, we will inform our business partners of this in writing. Our business partners must comply with these additional requirements within a reasonable period of time after receiving written notification and must generally demonstrate such compliance within one year.

This requirement shall also apply in the event that we amend/adjust this Code of Ethics for Business Partners as necessary in order to ensure an adequate level of protection within the supply chain. An amendment/adjustment is particularly necessary if it is required to comply with applicable legal requirements or if we have determined that an adjustment is necessary based on new findings or assessments resulting from a risk analysis required by law.

2.1 OBLIGATIONS OF BUSINESS PARTNERS WITH REGARD TO THEIR OWN DIRECT AND INDIRECT BUSINESS PARTNERS

A business partner shall undertake the following measures with regard to the incorporation and dissemination of the provisions of this Code of Ethics for Business Partners within its own supply chain, in particular with regard to its own business partners.

Business partners shall incorporate the requirements set forth in this Code of Ethics for Business Partners into their supply chain and communicate them to their contractual partners. This means that:

- the business partner bases its business relationships with its own business partners on this Code of Ethics for Business Partners and clearly obliges them to comply with it;
- the business partner shall also endeavour to ensure compliance with the provisions of this Code of Ethics for Business Partners to the greatest extent possible, e.g. by concluding agreements with its own business partners on the transfer of standards, even in the case of indirect business partners;
- a) in accordance with the provisions of this Code of Ethics for Business Partners, the business partner shall identify risks within the supply chain through regular and ad hoc risk assessments (in the event of a change in the risk situation, e.g. a change in the political landscape affecting its own suppliers, business partners) and shall take appropriate measures to avoid or eliminate such risks or any violations of this Code of Ethics for Business Partners. This means, in particular, that in the event of suspected breaches of the law and in order to protect high-risk supply chains, the business partner shall immediately inform us of any breaches and risks identified, as well as the measures taken, and work with us to determine measures to immediately and permanently eliminate risks that could cause damage to protected values along the supply chain; and that
- the business partner shall, where and to the extent necessary, agree with its own business partners on monitoring and information rights that enable it to adequately and effectively monitor the compliance of its direct business partners with the above obligation.

2.2 REPORTING OBLIGATIONS OF BUSINESS PARTNERS

On an ad hoc basis and/or at our request, and otherwise every two years without request, the business partner shall inform us in writing of its compliance with its obligations under this Code of Ethics for Business Partners during the previous reporting period.

The business partner shall notify us in writing of any significant events, in particular breaches of the law, reasonable suspicions, and difficulties in complying with this Code of Ethics for Business Partners in the supply chain, immediately after becoming aware of them. This can be done directly to the relevant contact person, or openly or anonymously via the Ethics and Compliance Hotline we maintain, or via the reporting hotlines operated by the individual member companies. When reporting, the legitimate interests of the business partner and respect for the rights of employees should be ensured, in particular with regard to data protection and the protection of business secrets. This also applies to breaches of the law committed by third parties engaged by the business partner (e.g., suppliers or subcontractors).

Upon request, the business partner shall immediately provide in writing all necessary information that we reasonably request or legitimately demand in order to verify compliance with this Code of Ethics for Business Partners throughout the supply chain and the fulfillment of the supplier's obligations arising from it. In this context, we give due consideration to the legitimate business interests of the supplier and data protection considerations.

2.3 BUSINESS PARTNER AUDIT

If and when justified, we may check whether the business partner complies with its obligations under this Code of Ethics for Business Partners. The audit may take place in person, by completing questionnaires sent by us or by presenting certificates.

In-person audits shall be conducted during the business partner's normal working hours, and our Company shall not be required to give advance notice of such audits in order to ensure their effectiveness.

During the in-person audit, the business partner shall provide us with access to all records, business areas, and premises relevant to the audit and shall cooperate with us to the best of its ability during the audit. In the context of in-person audit, we shall take due consideration of the legitimate business interests of the supplier and data protection considerations. We shall also keep the subject and results of in-person audits confidential from third parties within the framework of legal provisions.

We may also carry out the audit on the basis of a questionnaire, by setting up and analysing environmental, social and governance (ESG) criteria and questions. Business partners have the option of satisfying our audit requirements by presenting third-party certificates confirming compliance (e.g., ISO 9001, ISO 14001, ISO 50001, or certificates issued by ESG certification companies).

We have the right to have in-person or questionnaire audits done by a third party, and in doing so, we shall protect the legitimate business interests of our business partners and ensure data protection considerations, for example, through appropriate confidentiality agreements with the third party.

2.4 GENERAL COOPERATION OBLIGATION OF BUSINESS PARTNERS

The business partner undertakes to cooperate with us in order to eliminate any non-compliance with the requirements set out in this Code of Ethics for Business Partners and to ensure that it fulfills its obligation to comply with these requirements in its own business and to ensure, with due care, the fullest possible compliance with them in its own supply chain.

At our request, the business partner shall participate on an ad hoc basis with a group of employees of appropriate size and composition in training courses provided by our Company or by an external third party, free of charge to the business partner, for the purpose of preventing violations of this Code of Ethics for Business Partners.

2.5 COMPLAINTS MECHANISM

The Business Partner shall take an active role in clarifying suspected violations of the requirements of this Code of Ethics for Business Partners and cooperate with us unreservedly in this regard. We reserve the right to request information about the relevant facts if there is suspicion that the rules have not been complied with (e.g., in the event of unfavourable press coverage).

Business partners shall report any violations of the rules and standards of this Code of Ethics for Business Partners in relation to our company's own business unit or supply chain by third parties, our company or its representatives to 4iG Informatikai Zrt. Ethics and Compliance Hotline, by email: compliance-itsi@4ig.hu; online: [4iG Informatikai Zrt.](#); or by post: 1037 Budapest, Montevideo utca 2/C. If the business partner has a direct contractual relationship with a member company belonging to the 4iG Group, then any reports of violations of this Code of Ethics for Business Partners may also be submitted to the Ethics and Compliance Hotline operated by the 4iG Group (which can be accessed at <https://compliance.4ig.hu/> and via email at compliance@4ig.hu).

Business partners shall inform their own employees and direct partners about the availability and anonymity of our company's complaint mechanism and ask them to pass this information on along the supply chain.

Business partners undertake not to take any adverse or disciplinary action against whistleblowers in connection with the processing of such reports.

2.6 LEGAL CONSEQUENCES OF BREACHES BY BUSINESS PARTNERS

If a business partner breaches its obligations under this Code of Ethics for Business Partners, or is on the verge of doing so, appropriate corrective measures must be taken immediately to ensure compliance, prevent or eliminate the breach, or mitigate its impact.

Where possible, we first give the business partner the opportunity to work with us to immediately draw up a binding schedule for remedying, eliminating or minimising the breach or risk.

If the preparation of such a schedule is clearly inappropriate for remedying, eliminating or minimising the breach or risk, or if the business partner does not immediately prepare such a schedule, or if the implementation of the schedule is unsuccessful, we may suspend the business relationship until the business partner remedies the breach.

Both parties have the right to terminate the contractual relationship with immediate effect for good reasons if the terminating party cannot reasonably be expected to continue the contractual relationship until the next regular termination date. From our company's point of view, there are particularly good reasons for this if

- a) the business partner breaches its obligations under this agreement, or a breach of obligation by the business partner is imminent; and

despite our warning and the expiry of a reasonable deadline for fulfilling obligations, the business partner fails to take reasonable corrective measures to prevent or eliminate the breach of obligation or to minimise the extent of the infringement; and

the breach or infringement is significant in scale or involves a significant number of cases;
 - despite our warning and the expiry of a reasonable deadline, the business partner fails to cooperate in drawing up the schedule or definitively refuses to cooperate;
 - despite our warning and the expiry of a reasonable deadline, the business partner culpably fails to implement the essential provisions of the schedule or definitively refuses to cooperate;
- b) due to the significance of the breaches of obligation committed by the business partner, it is unreasonable for our Company to continue the contractual relationship; unreasonableness may exist in particular due to repeated or intentional breaches, the significance or large number of breaches, or due to the fact that the business partner commits breaches through its direct or indirect subcontractors and does not remedy them within a reasonable period of time.

In addition to the right to damages, the business partner shall indemnify our Company against any consequences arising from any breach of this Code of Ethics for Business Partners attributable to it, in particular with regard to fines, penalties, and claims by third parties or authorities.