

SUPPLIER
CODE
OF ETHICS
of Alanata a. s.

Alanata
Technology Meets Business

PREAMBLE

The company Alanata a. s. (hereinafter referred to as “Alanata”) was established by joining the most experienced experts on the Slovak market of information technologies. We currently have around 300 employees. We have 30 years of experience gained in major projects for a variety of clients – from small and medium-sized enterprises, through large companies and corporations, to public administration. We are a functioning team that helps clients improve and fulfil their business through innovative technology.

Alanata has built its reputation as an honest and fair business partner with integrity. We adhere to the highest ethical standards in the conduct of our business. We support fundamental principles in the areas of human rights, labour standards, environmental standards and adherence to high ethical and moral standards in business. Suppliers are encouraged and inspired to adhere to sustainability principles and ESG (Environmental, Social, Governance) principles and to develop these principles within their supply chain. These principles also play an important role in the relationship between Alanata and its suppliers and are embodied in this Alanata

Supplier Code of Ethics (“Supplier Code of Ethics”). We aim to only enter into legal relationships with suppliers who share and adhere to the same core values and business practices. This Supplier Code of Ethics is binding on all companies and entities that sell or intend to sell their products or services to Alanata directly or indirectly through their employees, affiliates, distributors, subcontractors, agents or other representatives (“Suppliers”). Suppliers shall be obliged to familiarize themselves with the contents of this Supplier Code of Conduct and to comply with its provisions.

In Bratislava, on 5 May 2023



MIROSLAV DOLEŽAL

COMPLIANCE MANAGER
ALANATA A. S.



MARTIN MURGÁČ

CEO
ALANATA A. S.

HUMAN AND LABOUR RIGHTS

The Supplier shall:

act in accordance with human and labour rights, uphold the principles of the Universal Declaration of Human Rights and promote diversity;

ensure equal opportunities regardless of race, skin complexion, gender, age, sexual orientation, nationality, religion, ethnicity or other characteristics;

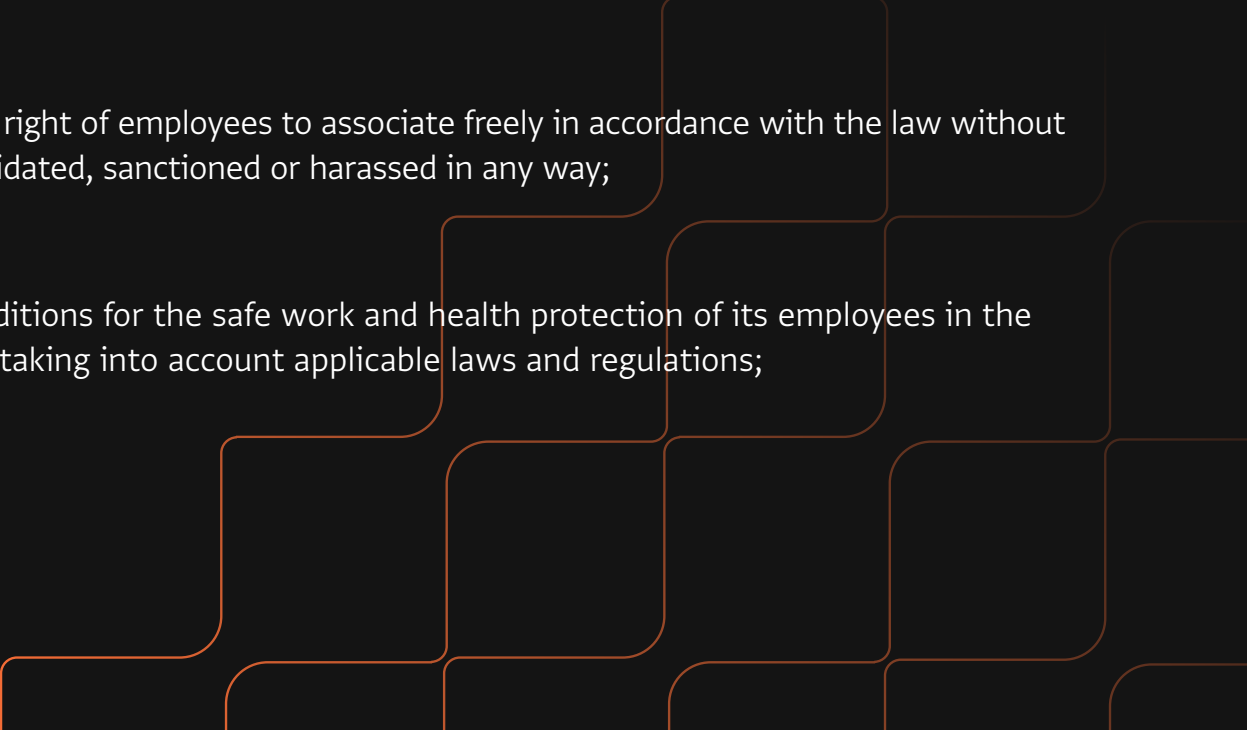
treat its employees with respect and dignity and ensures that the workplace is free from harassment, physical or verbal assaults or any threats or other forms of intimidation;

not employ, directly or indirectly, any persons below the relevant minimum age and will adhere to special requirements for the employment of persons under 18 years of age;

neither use any form of forced labour, nor knowingly procure products and services from supply chains that are associated with trafficking in human beings;

respect the right of employees to associate freely in accordance with the law without being intimidated, sanctioned or harassed in any way;

ensure conditions for the safe work and health protection of its employees in the workplace, taking into account applicable laws and regulations;



ensure that all safety and health risks to which its employees are exposed are adequately assessed and that the necessary precautions are implemented;

comply with all legal regulations governing pay, social benefits and working time, including those relating to minimum wages, overtime and other components of pay.

ENVIRONMENTAL PROTECTION

The Supplier shall:

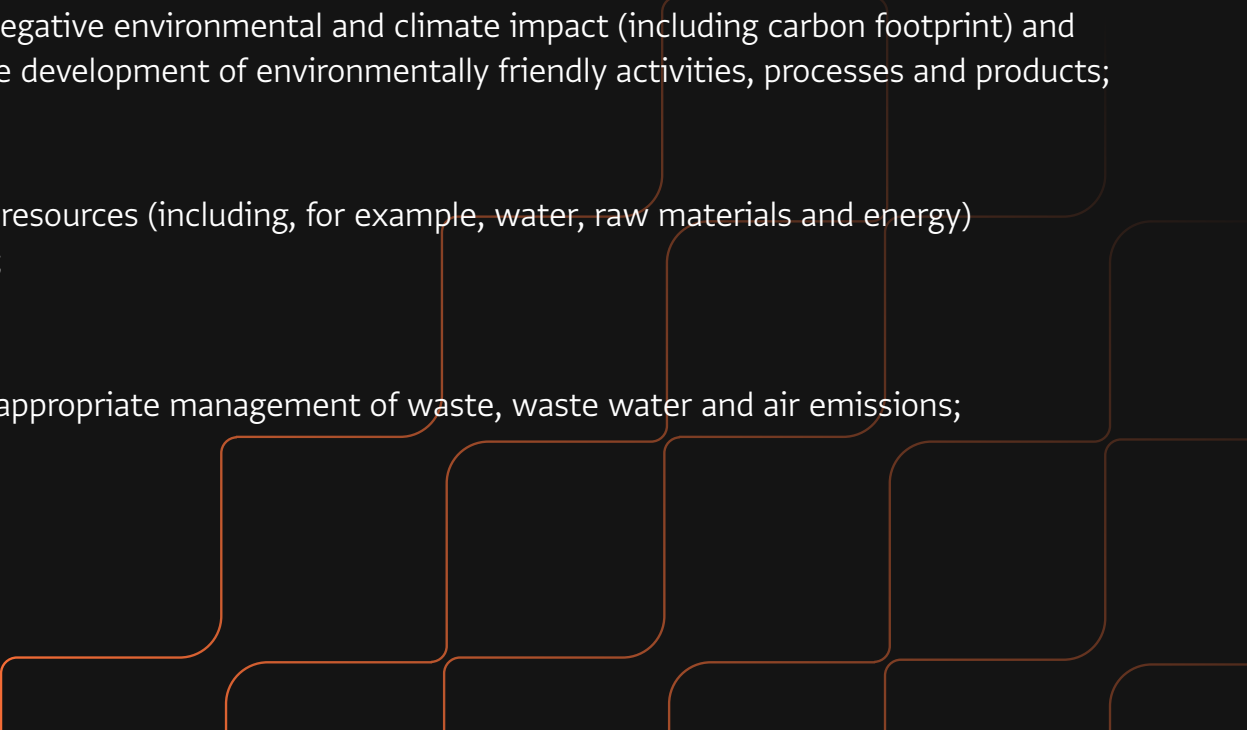
comply with all relevant environmental laws and regulations;

fully understand the environmental impact of its business throughout the entire production cycle – from design, through manufacture, supply and use to the end-of-life disposal of the products supplied;

reduce its negative environmental and climate impact (including carbon footprint) and promote the development of environmentally friendly activities, processes and products;

use natural resources (including, for example, water, raw materials and energy) responsibly;

ensure the appropriate management of waste, waste water and air emissions;



in case of substances classified as hazardous when released into the environment, the supplier shall ensure that the purchase, labelling and handling, transport, storage, recycling or disposal thereof is carried out in a safe manner;

prefer packaging standards that minimise the amount of materials used and use materials that contain recycled materials or that are recyclable, if possible.

CONFIDENTIALITY OF INFORMATION

The Supplier shall:

comply with all applicable laws and regulations relating to data protection and information security, in particular with regard to personal data;

respect and refrain from interfering with the intellectual property rights of others, including patent and trademark rights, copyright and other proprietary rights;

be aware of the fact that the Company provides or may provide the supplier with sensitive information (trade secrets and other confidential information) – the Supplier shall strictly observe the obligation of confidentiality in relation to such information;

be obliged to protect sensitive information entrusted to it by the Company, its affiliates, customers or other suppliers, while sensitive information may only be used or disclosed in a way approved by Alanata.

CORRUPTION AND BRIBERY

The Supplier shall:

act honestly, ethically and in accordance with applicable laws and regulations in the conduct of its business, establishing open business relations with business partners and promoting zero tolerance for all forms of corrupt behaviour;

prohibit and avoid any form of bribery, corruption and money laundering;

prohibit and avoid offering, giving, requesting or accepting any direct or indirect bribes, payments or other inducements for the purpose of influencing business decisions;

promptly provide notice to compliance@Alanata.sk should any Alanata employee, member of a corporate body or other person acting on behalf of Alanata request the promise and/or provision of any gift or other benefit;

properly account for all financial transactions of the company and maintain accounts in accordance with accounting principles, rules and regulations so that all statements, documents and invoices are correct and complete.



CONFLICT OF INTEREST

A conflict of interest, or a risk thereof, or potential conflict of interest arises when the private objectives and activities of the contractual partner, members of its statutory body, controlling body or any other person acting on behalf of the contractual partner or their close associates threaten the interests of the company or are in a direct conflict therewith.

The Supplier shall:

avoid conflicts of interest that could have a negative impact on Alanata;

be obliged to inform Alanata of any conflict of interest;

take all necessary measures to put an end to any conflict of interest.

COMPETITION RULES

The Supplier shall:

promote fair competition and comply with applicable competition and antitrust laws;

not engage in any anti-competitive negotiations, nor participate in any form of cartel;

not collude, agree on prices, engage in price discrimination or engage in any conduct that could be considered anti-competitive or could be perceived as unfair competition.

SUPPLY AND SUPPLY CHAIN

The Supplier shall:

take appropriate measures to ensure that the standards set out in this Supplier Code of Ethics are also observed throughout its supply chain;

not tolerate any form of corruption or bribery in its supply chain and only do business with partners who themselves comply with all applicable laws and regulations regarding working hours, overtime, remuneration and social benefits.



COMPLIANCE WITH THE SUPPLIER CODE

We expect every Supplier to comply with this Code and to actively strive to achieve the required standards. We reserve the right to ask the Supplier to demonstrate that it complies with all applicable legal regulations related to the above rules. We may also carry out a compliance review of the rules set out in this Code, either directly or through a selected independent third party.

Suppliers must therefore keep up-to-date and sufficiently detailed records to be able to demonstrate their compliance with the Code. During the contractual relationship, Alanata may request documents and information relating to the foregoing (as amended from time to time) and the Supplier shall be obliged to provide everything requested.

VIOLATION OF THE SUPPLIER CODE OF ETHICS

Employees, business partners and third parties may report violations of this Code. Such notification may be made orally, in writing or by e-mail. In order to ensure prompt and efficient processing, the notification should be made during working hours, Monday to Friday from 8.00 a.m. to 3.00 p.m. in person to the Compliance Manager or by **telephone on +421 2 32 112 503**. Notification may also be made in writing by **email to compliance@Alanata.sk**. An Alanata employee may make the notification anonymously. The **“VOX POPULI” mailbox** available for such purpose is located out of the view of the camera system. The submission of a notification will be considered neither a breach of the obligation of confidentiality under employment and other legislation, nor a breach of the obligation of confidentiality under the internal directives and regulations

of the company. We expect our suppliers not to take any retaliatory action against anyone who in good faith reports a concern or violation of this Supplier Code of Ethics.

Any non-compliance with the Supplier Code of Ethics shall be thoroughly investigated by the Compliance Manager. If the Supplier fails to comply with any aspect of this Supplier Code of Ethics, the Supplier is expected to take appropriate corrective action.

In case of a serious breach or repeated failure to comply with this Supplier Code of Ethics, we reserve the right to terminate the contract with such Supplier. This also applies if the Supplier fails to comply with the mutually agreed corrective measures within the deadline.

Alanata

Technology Meets Business

TELEPHONE

+421 2 321 12 500

INFORMATION

info@alanata.sk

www.alanata.sk

Alanata a. s.

Krasovského 14
851 01 Bratislava
Slovak Republic