

# CODE OF ETHICS

## for business partners

This Code of Ethics (the “Code”) sets out the minimum standards of ethical and socially responsible conduct required by KCP from all its business partners. Any breach of this Code shall be deemed a material breach of contractual obligations. The Business Partner shall ensure that this Code is also observed by all subcontractors involved in the performance of any obligations for KCP.

Any serious or repeated breach of this Code, failure to provide cooperation, or failure to implement an agreed corrective action plan may result in the suspension of performance, refusal to accept performance, exclusion from future tendering or procurement procedures and/or termination of the contractual relationship with the Business Partner, without prejudice to any contractual or statutory rights and remedies available to KCP.

By entering into an Agreement with KCP or providing performance pursuant to a purchase order issued by KCP, the Business Partner confirms that it has read and understood this Code and undertakes to comply with it throughout the entire duration of its cooperation with KCP.

KCP reserves the right to update this Code at any time. The Business Partner shall be informed of any amendments in due time.

### 1. Compliance with Applicable Laws

The Business Partner shall comply with all applicable laws and regulations of the Czech Republic and the European Union, as well as all international standards relevant to its activities, including, without limitation, legislation and standards relating to employment, occupational health and safety, environmental protection, personal data protection and the GDPR, competition law, trade sanctions and export controls. The Business Partner shall ensure that its employees and subcontractors are duly informed of these requirements and comply with all internal KCP policies and procedures applicable to the relevant activities.

### 2. Human Rights and Fair Working Conditions

The Business Partner shall:

- prohibit forced labor and child labor; the em-

ployment of persons below the applicable statutory minimum age shall not be permitted;

- maintain zero tolerance towards any form of modern slavery, human trafficking, bonded labor or debt bondage;

- ensure equal opportunities and prohibit discrimination on any grounds, including sex, origin, skin color, nationality, religion or belief, age, disability, sexual orientation or gender identity;

- respect freedom of association and the right to collective bargaining;

- comply with all statutory limits relating to working hours and overtime;

- provide fair remuneration amounting to no less than the applicable statutory minimum;

- ensure dignified treatment and a working environment free from violence, bullying, intimidation and harassment.

### 3. Occupational Health and Safety (OHS)

The Business Partner shall provide a safe and healthy working environment, carry out appropriate risk assessments, provide employees with adequate training and implement preventive measures designed to prevent occupational accidents and work-related illnesses. When performing obligations at KCP premises, the Business Partner shall comply with all internal KCP policies, procedures and instructions, including those relating to fire safety, work at height, handling of chemicals, and visitor safety. The Business Partner shall ensure that appropriate emergency procedures and first-aid arrangements are in place. The Business Partner shall regularly review the effectiveness of the measures adopted and shall maintain appropriate records documenting such reviews.

### 4. Environment and Climate

**The Business Partner shall actively minimise the environmental impact of its activities throughout the entire life cycle of the relevant products and services. This shall include, in particular:**

- reducing and managing energy and water consumption;
- reducing emissions and waste;
- separating waste and ensuring its responsible handling;
- arranging for waste to be reused, recycled or disposed of exclusively by duly authorised persons;
- ensuring the safe handling of hazardous substances;
- giving preference to materials and solutions supporting the circular economy;
- ensuring transparency regarding the origin of high-risk raw materials, including so-called conflict minerals, where the quantities involved are material;
- giving preference to suppliers and materials with a lower carbon footprint;

- supporting the transition towards climate neutrality

### 5. Business Ethics and Integrity

**The Business Partner shall:**

- maintain zero tolerance towards corruption, bribery and fraud;
- offer and accept gifts and hospitality only where reasonable, lawful and transparent;
- not offer or accept cash gifts or cash equivalents;
- ensure that no gift, hospitality or other benefit influences, or could reasonably appear to influence, any decision-making process;
- prevent conflicts of interest and immediately disclose to KCP any actual or potential conflict of interest, including personal relationships with individuals involved in relevant decision-making;
- comply with all applicable competition laws and principles of fair dealing;
- refrain from entering into cartel arrangements or abusing any dominant market position;
- comply with international sanctions regimes and export control requirements;
- carry out reasonable due diligence on its own business partners;
- prevent any misuse of information provided in connection with its cooperation with KCP;
- maintain the confidentiality of all information relating to KCP, its clients and its projects

### 6. Quality and Safety of Supplies

The Business Partner shall implement and maintain an appropriate management system covering, where relevant, quality, safety and compliance. The Business Partner shall ensure traceability and maintain complete, accurate and truthful records and shall provide KCP with all required supporting documentation. Where services are performed at KCP premises, the Business Partner shall comply with KCP's operating rules, applicable technical standards and KCP instructi-

ons, including rules governing the movement of persons and equipment, visitor safety and the protection of property. The Business Partner shall immediately notify KCP of any circumstance that may affect the quality, safety or agreed delivery schedule of the relevant goods, services or works.

## **7. Reporting Unlawful or Unethical Conduct (whistleblowing)**

KCP supports the prompt and secure reporting of suspected unlawful or unethical conduct without fear of retaliation. The Business Partner shall provide its employees and subcontractors with an appropriate opportunity to make reports in good faith and without retaliation and shall inform them of all available reporting channels, including KCP's internal reporting system referred to below. The Business Partner shall provide all necessary cooperation in connection with the investigation of any report. **Reports concerning KCP may be submitted through KCP's: [Internal Reporting System](#)** Reports submitted through the relevant reporting form may also be made anonymously.

## **8. Monitoring, Audits and Corrective Actions**

KCP shall be entitled to verify compliance with this Code by reasonable means, including: self-assessments; questionnaires; on-site inspections; audits conducted by an independent third party. The Business Partner shall provide all necessary cooperation and access to relevant information and documentation and shall ensure equivalent cooperation from its subcontractors. Where any non-compliance is identified, the Business Partner shall prepare and implement an appropriate corrective action plan without undue delay and at no cost to KCP.

## **9. Final Provisions**

This Code forms an integral part of the contractual documentation between KCP and the Business Partner. In the event of any inconsistency between this Code and the relevant Agreement, the stricter provision shall prevail.

**This Code shall become effective on 1 November 2025.**