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	<b>Compliance and sustainability obligation of suppliers</b>	Current version: 22.06.2023   V05 replaces revision: 01.04.2023   V04

..... (Company name / first name, last name)  
..... (Street)  
..... (City, state, zip code)  
..... (Country)

(hereinafter referred to as “Supplier”)

would like to enter into a business relationship, or already has such a relationship, with ARRK Engineering GmbH, Frankfurter Ring 160, 80807 Munich, Germany (hereinafter referred to as “ARRK”).

ARRK, as part of the ARRK Group, considers the exercising of its social and environmental responsibility in the context of its contractual relationships and business activities to be an essential component of a sustainable corporate policy. This equally applies vis-à-vis its own employees, customers, suppliers, stakeholders, wider society and the environment. ARRK has therefore established its own Code of Conduct which is available at: <https://engineering.arrk.com/terms-and-conditions> .

(1) In this context, the observance of and compliance with the following principles, including on the part of suppliers to ARRK, is of particular importance to ARRK: Respect for human dignity and human rights, the prohibition of child labor, forced labor, modern slavery, human trafficking, harassment and discrimination, the recognition of the rights of women, minorities and indigenous people, respecting the freedom of association, in particular the right to conduct wage negotiations, the respective national and international standards and requirements on remuneration, working time and for the protection of young employees anti-corruption, competition and antitrust law, protection of personal data, protection of intellectual property and protection of health and environmental.

(2) The Supplier also undertakes to comply with the applicable domestic, EU or foreign law, in particular with respect to the prevention of corruption and money laundering, as well as export control. The Supplier shall make its best efforts to ensure that its employees, subcontractors, cooperation partners and subsidiaries will not violate applicable legal regulations in carrying out their activities.

The Supplier undertakes not to engage in any conduct that may lead to legal liability for fraud, embezzlement or money laundering, offenses related to insolvency, granting of advantages, corruption, extortion or a violation of export regulations (in particular embargo/sanction measures) by persons employed by the Supplier or third parties.

In this regard, Supplier shall implement appropriate policies and procedures to ensure compliance with national and international export control and economic sanctions laws.

The Supplier confirms that neither itself nor its employees have accepted or offered any bribes in the context of the business relationship and will not do so in the future either.

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- (3) The Supplier expressly represents that it complies with the legal requirements with respect to its employees, in particular requirements regarding minimum wage, tax on wages, social security and other welfare benefits, health and safety measures and permits under labor law. The supplier ensures compliance with ethical, moral and social standards and principles in all relevant areas and processes, including recruitment. In particular, he is responsible for encouraging and implementing the principles of equality, inclusion and diversity. The Supplier shall pay its employees at least in accordance with standards customary in the industry. He shall furthermore ensure that his sub-suppliers in the entire supply chain are subject to a corresponding obligation.
- (4) ARRK expects the Supplier not to enter into any agreements that influence prices or conditions or to take any other measures that impermissibly impede fair and free competition and to comply with the applicable antitrust laws.
- (5) The Supplier undertakes to comply with the applicable data protection regulations, in particular the EU GDPR and the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG). It is aware that content or information received under the business relationship may also be considered personal data and will process such content and information in accordance with the applicable regulations regarding data protection.
- (6) The supplier shall give the necessary priority to the confidentiality of confidential information and shall ensure that its systems for data security and protection are kept at an appropriate and technically up-to-date level.
- (7) ARRK expects its supplier not to take any actions that lead to a conflict of interest or even the appearance of such a conflict. A conflict of interest may arise from economic interests or family or friendly relationships as well as other ties or interests. In case of doubt, the possible conflict of interest shall be disclosed and the further course of action shall be coordinated with ARRK.
- (8) The supplier shall ensure the protection of whistleblowers and their supporters against retaliation and compliance with applicable legal provisions for the protection of whistleblowers.
- (9) The supplier shall respect the intellectual property rights of its business partners and third parties and shall treat their confidential information responsibly. The misuse of intellectual property and the handling of plagiarism and counterfeit products shall be prevented by means of appropriate measures.
- (10) The Supplier shall ensure that all relevant sectors and processes meet the applicable environmental requirements, are environmentally compatible, and reflect socially and ecologically responsible conduct. It shall take the required organizational measures to also comply with the sustainability requirements in this respect. For this purpose, the Supplier shall ensure a systematic management of the protection of the environment, i.e. compliance with environmental and animal protection standards and the continuous improvement of the environmental performance and energy efficiency, in particular with respect to the consumption of energy, greenhouse emissions, air and soil quality, the avoidance of noise emissions, the

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sustainable management of natural resources and the avoidance of waste, water quality, water use and water resources management use, the preservation of biodiversity as well as the responsible use of materials and chemicals. Suppliers are expected to monitor and document their greenhouse gas emissions and promote the use of renewable energy. Natural resources are to be used sustainably and preserved through appropriate methods of reuse and recycling. The supplier is also aware of its responsibility with regard to the necessary decarbonization of the industrial and commercial sector.

- (11) The Supplier acknowledges its financial responsibility and compliance with the applicable legal requirements of proper accounting and disclosure regulations.
- (12) The Supplier undertakes not to carry out any unlawful evictions or to unlawfully take land, forest and waters in any form or to promote such actions.
- (13) The use of private and public security forces is only permitted on the condition that the supplier ensures and monitors respect for the applicable human and liberty rights as well as labor laws.
- (14) In order to ensure that the aforementioned principles are encouraged in the best possible way and actively implemented throughout the entire supply chain, ARRK expects its suppliers to make an appropriate effort to also commit their business partners to comply with these principles and to implement equivalent standards.
- (15) The Supplier shall notify ARRK without undue delay if it becomes aware of a violation of the duties and principles set out in Sections 1 to 13.
- (16) The Supplier also expressly represents that it has all permits and any consent required for its work. If the Supplier can only be contracted if it has a particular certification, it has a duty to regularly (at least once a year) provide proof of this certification for the term of the contract without being specifically requested to do so.
- (17) A culpable violation of the duties and principles set out in Sections 1 to 13 can be grounds for a termination of the business relationships without notice for cause.  
In addition, the Supplier is liable for any damage, loss, liabilities or expenses (including court and legal costs) which are incurred by ARRK, or with respect to which claims are brought against ARRK, due to the culpable violation of these provisions.
- (18) ARRK reserves the right to verify compliance with the requirements above by appropriate measures. This review can be carried out by means of questionnaires or through the use of experts on site.

(signature page follows)



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.....  
(Place) (Date) .....

.....  
(Signature of the Supplier)

.....  
(Name, Position)