

## **Code of Conduct for Suppliers of Fraport USA Inc. Group**

### **1. Principles**

The Supplier Code of Conduct stipulates the requirements and principles for all business transactions between Fraport USA Inc. and its subsidiaries (hereinafter referred to as “Fraport”) and its contractors, suppliers, and service providers (hereinafter referred to as “Business Partner”).

Companies doing business with Fraport USA Inc. or its affiliates are required to accept and comply with the respective national laws and the internationally accredited standards, guidelines and principles. These include the principles of the United Nations Global Compact ([www.unglobalcompact.org/](http://www.unglobalcompact.org/)), the Universal Declaration of Human Rights, the United Nations Charter, the Core Conventions of the International Labour Organization (ILO), the OECD Guidelines for Multinational Enterprises, and the German Act on Due Diligence in Supply Chains (LkSG). The Business Partner has the obligation to ensure that all other companies (e.g. sub-tier suppliers, third-party companies, etc.) involved in the provision of services consistently distribute and apply these standards.

### **2. Human Rights and Fair Working Conditions**

#### **2.1 Occupational Safety and Health**

Our Business Partner shall ensure a safe, secure, healthful and hygienic work environment and take the necessary measures to prevent accidents and adverse health effects that may arise in connection with their activities. The Business Partner is, therefore, obligated to ensure that occupational safety standards shall be complied with in their dealings with employees and business partners. The Business Partner shall take appropriate measures to this end and shall operate systems in order to identify and prevent any potential health risk due to accidents, injuries, and occupational illness on the part of their employees.

#### **2.2 Remuneration and Working Hours**

The working hours shall be in accordance with applicable national laws and regulations and with the relevant Core Labour Standards of the International Labour Organization (ILO). The Business Partner is obligated to grant their employees the legal remuneration or the compensation provided in collective labor agreements for the duration of the contract performance, and to employ only such sub-tier suppliers or third parties that also adhere to these standards.

#### **2.3 Combatting Illegal Employment**

The Business Partner shall comply with the applicable statutory regulations relating to the employment of personnel and is under a duty to effectively combat illegal employment and unreported employment (“moonlighting”).

#### **2.4 Forced Labor**

The Business Partner shall abstain from any form of forced labor; all forms of forced or compulsory work as well as involuntary prison labor shall be declined.

#### **2.5 Child Labor**

Any and all form of exploitation of children and juveniles shall not be tolerated. Child labor as defined in the ILO Conventions and in national laws is prohibited.

## 2.6 Right of Association and Right to Collective Bargaining

The Business Partner shall respect the right to freedom of association and the right to collective bargaining as defined by national laws. In the event that national standards should restrict the right of association and the right to collective bargaining, the Business Partner shall take steps to ensure that the free and independent association of employees for the purpose of conducting negotiations be made possible and granted.

## 2.7 Discrimination

The Business Partner shall refrain from any engaging in any form whatsoever of discrimination. No employee may be discriminated against based on their gender, age, skin color, race, culture, ethnic or national background, sexual orientation, disability, constitutionally acceptable political activities or membership in an employee organization, religion or creed or worldview.

## 2.8 Disciplinary Measures

All employees shall be treated with dignity and respect. Sanctions, fines, other punishments or disciplinary measures shall only be imposed in so far as they are in accordance with national and international standards in force as well as internationally recognized human rights.

The Business Partner shall take appropriate measures to ensure that no employee be subjected to verbal, psychological, sexual or bodily violence, duress or harassment.

## 3. Environmental and Climate Protection

The Business Partner shall observe and adhere to environmental and climate protection with regard to applicable standards and legal provisions and shall establish systems and measures to minimize environmental impact and pollution on an ongoing basis. This includes preventing emissions and waste as well as taking steps to enhance resource efficiency.

## 4. Business Integrity

### 4.1 Prohibition of Corruption and other criminal acts

Fraport does not tolerate any form of corruption or other unfair business practices. The Business Partner affirms that they will not offer, promise, or grant any impermissible advantages to influence their decision-making. The Business Partner shall take all necessary measures to prevent corruption or any other criminal acts. In particular, the Business Partner is obliged to take all necessary measures in their company to avoid any misconduct on the part of their legal representatives and their employees.

### 4.2 Conduct in Competition

The Business Partner shall comply with all applicable national and international antitrust laws as well as the laws against unfair competition. Agreements on prices or conditions with competitors are therefore to be refrained from, as are other agreements restricting competition, which include in particular agreements with competitors for the purpose of market or customer sharing.

### 4.3 Avoidance of Conflicts of Interest

The Business Partner is obliged to take their decisions on the basis of objective considerations and not to allow themselves to be improperly guided by personal interests. A business partner who becomes aware of a potential conflict of interest shall take internal measures to remedy these conflicts and notify Fraport without delay.

#### 4.4 Money Laundering

The Business Partner is required to uphold the relevant legal provisions on money laundering prevention and duly comply with their reporting obligations.

#### 4.5 Data Protection and Data Security

The Business Partner shall comply with the applicable laws and regulations regarding data protection and data security.

### 5. Due Diligence in Supply Chains

The Business Partner is required to give appropriate consideration to human rights and environmental due diligence obligations and address these appropriately throughout the supply chain.

### 6. Corrective Measures

The Business Partner shall inform Fraport immediately in writing of any identified risks to and violations of the principles set out in the Supplier Code of Conduct and shall take appropriate corrective measures to prevent, end, or minimize the violation. The Business Partner is obligated to always inform Fraport without delay in writing about the course and result of the clarification of the facts as well as about the measures taken, if any.

Fraport may draw up a concept for ending or minimizing a violation. The supplier will agree with Fraport on the extent to which the contract is to be adapted in order to implement this concept.

If the parties do not agree on this within a reasonable period of time or if the business partner does not comply with the requirements even after a grace period has been set, Fraport is entitled either to suspend the contract until the violations have been eliminated or to terminate the contract extraordinarily.

The Business Partner indemnifies Fraport against all claims raised against Fraport due to violations of human rights or environmental due diligence by the Business Partner. The Business Partner shall pay for the damages and costs - including the necessary legal defense - resulting from such disputes unless the Business Partner is not responsible for the violation of rights.

### 7. Complaints Procedure

The Business Partner shall inform all their employees as well as all business partners involved (sub-tier suppliers, suppliers, service providers) about the contents of this Code of Conduct and all relevant legal provisions in a manner that is accessible for them.

The Business Partner informs their employees and suppliers on how to access and use Fraport's anonymous complaints procedure and requires them to pass on information about this whistleblower system throughout the supply chain.

The internet-based Business Keeper Monitoring System can be accessed via the following hyperlink:

<https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=6fra1&c=-1&language=eng>

### 8. Availability of the Current Supplier Code of Conduct

The Supplier Code of Conduct may be consulted and printed out from Fraport's company website ([www.https://www.fraport-usa.com/about-us/compliance/](https://www.fraport-usa.com/about-us/compliance/)).

## **9. Inspection Rights to Verify Compliance with the Supplier Code of Conduct**

Fraport shall be entitled to verify the compliance of the above-mentioned requirements itself or to have it examined by a third party who is bound by a non-disclosure obligation. The Business Partner shall assist with this process, in so far as it is reasonable. The Business Partner shall grant Fraport, or any third party instructed by Fraport, access to their premises and the opportunity to inspect their business records.