

Fraport AG Supplier Code of Conduct

1. Principles

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

Companies doing business with Fraport 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 UN Supplier Code of Conduct (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.

The minimum recruitment age for employment must not be below the age at which compulsory education ends and in no case will be below 15 years (or 14 years insofar as permitted by national law in compliance with ILO Convention 138). Juveniles must not be exposed to situations which are dangerous, unsafe, or likely to damage their health.

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, 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 – Contract Penalty in Case of Serious Misconduct

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 undertakes to take all necessary measures in their company to avoid any serious misconduct on the part of their legal representatives and their employees.

The term “serious misconduct” comprises any criminal offence, in whatever form (be it by perpetrating, encouraging, or assisting a crime), that may be committed in the course of business relations at the expense of Fraport. This includes criminal acts covered by the German Criminal Code (StGB) and the German Trade Secrets Law (GeschGehG), in particular section 263 StGB (fraud), section 266 StGB (embezzlement), section 267 StGB (forgery of documents), section 268 StGB (falsification of technical records), sections 269 and 270 StGB (falsification of evidentiary data), section 271 (causing false records), section 274 StGB (suppression of documents), section 298 StGB (collusive tendering), sections 299 and 300 StGB (taking and giving bribes in commercial practice), sections 333, 334 and 335a StGB (granting of unlawful advantages and bribery), and section 23 GeschGehG (violation of trade secrets).

For each incident of a culpably caused serious misconduct on the part of the Business Partner or any person under their direct responsibility or working for them, that may be committed in connection with the contract or in connection with the performance of contracts, the Business Partner shall pay to Fraport a contractual penalty amounting to 2% of the compensation agreed upon, without value-added tax, the minimum amount being EUR 5,000. Besides the contractual penalty, Fraport reserves to plead for further compensation claims due to any culpably committed

serious misconduct. However, the forfeited contractual penalty shall be offset to decrease any such claim of compensation.

Where a serious misconduct also constitutes an illegal limitation of competition and gives ground for damages according to the below stipulation in Section 4.3 of this Code, the forfeited contractual penalty shall be offset with the damages covered in Section 4.3; no accumulation of the contractual penalty pursuant to Section 4.1 and the damages set forth in Section 4.3 shall occur.

The contractual penalty is limited for each contractual relation between Fraport and the Business Partner to a maximum of 5% of the contractually agreed remuneration without value added tax. If the Business Partner commits a serious misconduct, Fraport shall reserve the right to terminate the contractual relationship on an extraordinary basis without notice.

4.2 Duty to Cooperate

The Business Partner shall cooperate and participate with Fraport to avert serious misconduct or resolve suspicious cases. Whenever the Business Partner becomes aware of facts that give rise to a suspected serious misconduct at the expense of Fraport, the Partner shall notify Fraport thereof immediately in writing and, if such an offence may lie in the sphere of responsibility of the Business Partner, shall clarify the issue without delay. If the suspicion is confirmed, the Business Partner shall take appropriate measures without undue delay, in order to terminate the misconduct, and to restrict to a minimum the negative impact for Fraport. Furthermore, the Business Partner shall take all suitable and reasonable measures to avoid such offences in the future. The Business Partner shall always keep Fraport updated in writing on the progress and outcome of the matter to be clarified and on any measures they may have taken.

4.3 Conduct in Competition – Flat-Rate Damage Compensation in Case of Inadmissible Restriction of Competition

If the Business Partner or the persons commissioned by them or employed on their behalf have made an agreement on the occasion of the procurement that constitutes an inadmissible restriction of competition, the Business Partner shall pay to Fraport a flat-rate damage compensation amounting to 10% of the contractually agreed compensation, without value-added tax. This does not affect the Business Partner’s right to prove that no, or only a limited, loss or damage has been incurred. The proof of a higher damage remains reserved to Fraport. This even applies when the contract has already been terminated or fulfilled.

Inadmissible restrictions of competition are in particular: anti-competitive negotiations and agreements with other bidders or applicants referring to the submittal or non-submittal of quotations; the prices to be quoted; bindings of other charges; profit surcharges; processing margins and other price components;

payment, supply and other terms and conditions if directly affecting the price; payment of any indemnity or walk-away penalty; profit participation or any other indications or recommendations, unless these are admissible according to the German Competition Act (GWB). Any such actions committed by the Business Partner are deemed to be equivalent if committed by persons committed by them or employed to work on their behalf.

4.4 Avoidance of Conflicts of Interest

The Business Partner undertakes to take their decisions referring to business transactions with Fraport solely on objective criteria. Interest conflicts with private matters or other economic or other activities, also of family members or persons otherwise close to the Business Partners, shall be avoided. Should an isolated conflict of interest have come up or such a case must be anticipated, Fraport shall be informed thereof in writing without undue delay.

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.

If the Business Partner commits a serious breach of human rights or environmental due diligence obligations, Fraport shall reserve the right to terminate the contractual relationship on an extraordinary basis.

The Business Partner indemnifies Fraport against all claims asserted against Fraport as a result of breaches of human rights or environmental due diligence obligations by the Business Partner. The Business Partner shall pay for damages and costs, including necessary legal defense, resulting from disputes of this nature, unless the Business Partner is not responsible for the legal violation.

6. 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 the whistleblower system throughout the supply chain. Any evidence of an impropriety at the expense of Fraport or other violations of the Supplier Code of Conduct shall be reported without delay.

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

www.fraport.de/bkms

6.1 Availability of the Current Supplier Code of Conduct

The Supplier Code of Conduct may be consulted and printed out from Fraport's website ([Fraport AG Supplier Code of Conduct](#)).

7. 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.

Fraport AG
Date: November 2022