

# Supplier Code of Conduct



## 1. PURPOSE AND SCOPE

This Code sets the minimum standards every ONTEC supplier must meet. Compliance is a condition of doing business with ONTEC. It applies to all suppliers, service providers and subcontractors, and to anyone working on behalf of ONTEC or its customers. This Code is incorporated into ONTEC supplier contracts by reference. Where law, contract and this Code differ, the strictest requirement applies.

ONTEC may update this Code from time to time and will notify suppliers of any changes; the most current version applies to any further cooperation.

## 2. LEGAL COMPLIANCE AND BUSINESS INTEGRITY

Suppliers comply with all applicable laws and act with integrity. In particular, suppliers must:

- Reject corruption: no bribes, kickbacks, facilitation payments or hidden commissions, whether to ONTEC staff, customers or public officials.
- Limit gifts: no gifts or hospitality above EUR 50 per person and occasion without documented approval; never during an open tender or negotiation.
- Disclose conflicts of interest: any personal or financial link to ONTEC employees is reported before work starts and whenever a conflict arises or changes during the engagement..
- Compete fairly: no price fixing, bid rigging or sharing of competitively sensitive information.
- Respect sanctions and export controls: no dealings with sanctioned parties; correct origin and export classification for hardware and software.
- Keep honest records: accurate invoices, timesheets, certificates and reports; payments only to the contracting party's own account.

## 3. HUMAN RIGHTS AND LABOUR

Supplier shall comply with internationally recognized standards, in particular the globally accepted guidelines on corporate responsibility and human rights, as well as the fundamental labour standards set by international organizations. This means:

- no child labour and no forced, bonded or compulsory labour,
- no discrimination or harassment of any kind,
- at least the applicable legal minimum or, where a collective agreement applies, the collective agreement wage,

- freedom of association and collective bargaining,
- a safe and healthy workplace that meets local occupational safety law (in Austria: ASchG).

## 4. ENVIRONMENT

Suppliers comply with environmental law and work to reduce their impact. We expect:

- efficient use of energy and resources, and a plan to reduce greenhouse gas emissions,
- proper disposal and recycling of waste, including electronic waste,
- sharing of emissions or sustainability data on request.
- EcoVadis ratings or ISO 14001 certificates, where available, are included in supplier evaluation.

## 5. INFORMATION SECURITY AND DATA PROTECTION

Suppliers protect ONTEC and customer information as at least as carefully as their own. In particular, suppliers must:

- maintain security controls aligned with ISO/IEC 27001, proportionate to their access and risk,
- use ONTEC and customer data only for the contracted purpose and delete or return it when the contract ends,
- sign a data processing agreement (Art. 28 GDPR) before processing personal data, and transfer data outside the EU/EEA only with ONTEC's written consent,
- give access only to named, trained staff and remove it promptly when no longer needed,
- report security incidents and personal data breaches as set out in the Reporting and speak-up section,
- use AI tools on ONTEC or customer data only with ONTEC's written approval.

Critical suppliers may be asked for evidence such as certificates, audit reports or completed security questionnaires.

## 6. SUPPLY CHAIN AND SUBCONTRACTORS

Suppliers are responsible for their own supply chain. They must:

- use subcontractors for ONTEC work only with ONTEC's prior written consent,
- bind their subcontractors to standards equivalent to this Code,
- assess their supply chain for human rights, environmental and security risks,
- address violations they find and inform ONTEC.

## 7. REPORTING AND SPEAK-UP

Suppliers report the following to ONTEC within the stated time:

| What                                                                | Deadline                                           | Contact                                                      |
|---------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------|
| Security incident affecting ONTEC or customer systems or data       | Within 24 hours of detection                       | <a href="mailto:security@ontec.at">security@ontec.at</a>     |
| Personal data breach                                                | Without undue delay, at the latest within 24 hours | <a href="mailto:dsgvo@ontec.at">dsgvo@ontec.at</a>           |
| Violation of this Code, or a serious risk in the supply chain       | Without undue delay                                | <a href="mailto:compliance@ontec.at">compliance@ontec.at</a> |
| Sanctions listing of the supplier, its owners or key subcontractors | Without undue delay                                | <a href="mailto:compliance@ontec.at">compliance@ontec.at</a> |

ONTEC does not tolerate retaliation against anyone who reports in good faith, and suppliers must offer the same protection to their own staff.

## 8. MONITORING AND CONSEQUENCES

ONTEC checks compliance through self-assessments, document requests and, with reasonable notice or without prior notice in case of a suspected violation or security incident, audits on site or remotely. Suppliers cooperate and give access to relevant records and staff. If a violation occurs, ONTEC follows a fair, fact-based process:

1. The supplier is informed and given the opportunity to respond.
2. The supplier agrees and implements a corrective action plan within an agreed deadline.
3. If the violation is serious or not corrected, ONTEC may suspend orders, terminate the contract and claim damages.

Serious violations such as corruption, forced or child labour, or deliberate concealment of a security incident can lead to immediate termination.