

# FUNDAMENTAL NORMS

## Annex No. 1

The values specified herein – also detailed in the *Suppliers Charter* available at <https://www.veolia.hu/hu/beszallitoinknak> – are an important part of the business policy of the Hungary-based subsidiaries of and majority owned or controlled, directly or indirectly, by Veolia Environment (hereinafter referred to as “**Veolia Hungary Group**” or “**Purchaser/Customer/Client**”), the enforcement of which is expected also from its contractual partners. **The Seller/Contractor/Service Provider agrees to comply with the provisions of this chapter, and agrees that within the framework of its legal relationship with the Purchaser/Customer/Client it itself will not enter into a contract with suppliers, sub-contractors who do not comply with the obligations set forth below.**

### 1. Sustainable Development Clause

1.1 Veolia Hungary Group pursues a sustainable development policy the aim of which is to promote human rights, facilitate social well-being, and to protect the environment. In this context, the Seller/Contractor/Service Provider also undertakes to pursue a business policy in conformity with sustainable development, it strictly complies with the laws in force in this field and with the norms specified by Veolia Hungary Group as follows.

### 2. Human Rights and Fundamental Employee Rights

2.1 The Parties agree to respect the provisions of the Universal Declaration of Human Rights, the UN Convention on the Rights of the Child, and the rules made by the International Labour Organisation. The Parties declare that their operation is conducted at all times in compliance with the prohibition of child labour and forced labour.

2.2 The Parties declare that they conform to the provisions of labour law and the rules of social security; they comply with – among others – the provisions regarding undeclared work, trade union rights, and payments. The Parties ensure that their employees receive fair and equitable treatment and remuneration, and they get familiar with and apply the principle of equal and impartial treatment

2.3 The Parties state that their practice meets in all areas the requirements of the laws prohibiting unlawful discrimination.

### 3. Requirements regarding Environment Protection, Health and Safety

3.1 The Parties will do everything to carry out their activities as efficiently and economically as possible, satisfying the needs of the Parties safely and flexibly, in full compliance with the rules and provisions applicable to health and safety, social, occupational safety, environment protection, and energy efficiency improvement, as well as with international standards regarding such activities.

3.2 The Parties agree to implement measures that ensure the protection of health and safety of their employees, respect the aims of the health and safety policy of Veolia Hungary Group, in particular workplace safety measures, and the requirement of delivering the Goods and Services in a condition that

reduces the health and occupational safety risks to the employees of the contracting Parties to the minimum. They undertake, furthermore, to improve continuously the health and working conditions for their employees.

- 3.3 The Parties agree to take the necessary steps to reduce adverse environmental impacts, to set up an environmental management system, and to carry out an analysis taking into account the global cost, with special focus on reducing the use of energy and primary resources, reducing pollutants emitted to water, air, and soil, preventing accidental contamination, reducing waste generated by their activities and monitoring the disposal of such waste, as well as on limiting the emission of substances harmful to the environment and health.

#### **4. Ethics Guide**

- 4.1 The fundamental values of Veolia Hungary Group are responsibility, solidarity, respect, innovation, and customer focus, which values form the base on which the Group's economic, social and environmental performances are built. These values are also reflected in rules and measures of conduct; creating such everyday ethical conditions that give the main direction of corporate governance.
- 4.2 The Veolia Hungary Group wishes to communicate its values also to its external partners through its *Ethics Guide* – and through its annex, the *Anticorruption Code of Conduct* -; therefore, it has made them publicly available at <https://www.veolia.hu/hu/rolunk/rolunk/tarsadalmi-felelossegvallalas>.

#### **5. Anticorruption Clause**

- 5.1 The Parties state that in the course of performance of the Contract they will act in line with the anticorruption provisions of Act C of 2012 on the Criminal Code and other relevant laws. The Parties undertake to comply with the U.S. Foreign Corrupt Practices Act of 1977, the French Anticorruption “Sapin” Law of 2016, and the UK Antibribery Act of 2010, a short summary of which laws can be found at <https://www.veolia.hu/hu/rolunk/rolunk/tarsadalmi-felelossegvallalas>. The Parties undertake, furthermore, that in order to facilitate the above, they will implement and execute all reasonable and necessary provisions and measures for preventing corruption, and in case of suspicion of a crime, for the preservation of relevant evidence.
- 5.2 The Parties declare that neither they, nor any third party acting on their behalf or with regard to them of which they are aware, will, neither directly nor indirectly, offer, give, expect, request, accept, or allow any financial or other benefit in connection with the subject matter of the Contract, the purpose or effect of which is the unlawful influencing of, or interfering with the integrity of, any of the Parties or any third person (including, in particular, politically active persons or public officials and organizations related to them), in particular for the purpose of obtaining or retaining business, or for gaining an advantage in the course of business activities. Any of the Parties may, without having to suffer any adverse consequences, (i) suspend the performance of the Contract if it concludes with good reason that the other Party has breached its obligations under this Clause, and (ii) terminate the Contract with immediate effect and claim compensation for damage resulting from such termination if the other Party has breached its obligations under this Clause. The Parties agree that if they become aware of any information in connection with the breach of this Clause, they will inform the other Party thereon within reasonable time.
- 5.3 Presents and invitations may be accepted or offered only if their value and nature are acceptable regarding the circumstances and the person offering or accepting such present or invitation.

#### **6. Competition Law; Taxation; Data Protection**

- 6.1 The Parties undertake to comply with the provisions of competition law in force.

- 6.2 The Parties pay particular attention to the practice of fair business conduct, the due diligence of suppliers and subcontractors, and to compliance with rules and codes of conduct relating to the prevention and avoidance of conflict of interest.
- 6.3 The Parties declare that they file their tax reports and pay their taxes in accordance with the applicable laws.
- 6.4 The Parties agree to respect the protection of natural persons in connection with the processing of their data as a fundamental right. The Parties undertake to comply with the data protection provisions of the law in force, in particular the provisions of the Data Protection “GDPR” Regulation No. 2016/679 EU, and the provisions of the Act on information self-determination and freedom of information as in force at all times.
- 6.5 The name and contact details of the contact persons for the performance of the Contract are included in the Annex of the Contract. Based on the legal ground specified in point f) of Article 6 Paragraph (1) of the GDPR, the Parties process the name, e-mail address and phone number of the appointed contact persons solely for communication purposes in connection with the performance of the Contract. Appropriate legal grounds exist for the transfer of contact data, which shall be ensured by each Party in respect of their own contact person. It is vital to the performance of the Contract that the Parties be able to communicate with each other; therefore, the Parties as data processors have legitimate interest in the processing of the data of contact persons. Both Parties shall provide data protection information on the processing of the personal data of contact persons. For Veolia Hungary Group, the Privacy Policy regarding the processing of personal data of contact persons is available at: <https://www.veolia.hu/hu/adatszolgaltatas>.

**7. Selection and Evaluation of Contractual Partners**

- 7.1 The Purchaser/Customer/Client hereby informs the Seller/Contractor/Service Provider that in compliance with the applicable laws, it sets objective criteria for selecting its contractual partners. Such criteria
  - (i) are based in part on the performance of the contractual partners (meeting deadlines, number of complaints in connection with their performance, etc.); and
  - (ii) in part on to what extent they are able to relate to the rules regarding ethics and sustainable development followed by Veolia Hungary Group and set out herein.
- 7.2 After the selection, the Purchaser/Customer/Client evaluates its contractual partners annually based on the abovementioned criteria and may inform the Seller/Contractor/Service Provider in writing on the outcome.
- 7.3 The Seller/Contractor/Service Provider undertakes that in order to facilitate such evaluation it informs the Purchaser/Customer/Client – with annual updates – on steps taken by it for the sake of sustainable development, and provides all information and resources necessary for the evaluation. The Seller/Contractor/Service Provider undertakes, furthermore, to take into account the recommendations following such evaluations, and takes the necessary actions for the sake of compliance and/or improvement.

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