

# InPost Group Supplier Standards of Conduct

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#### INTRODUCTION

Partnerships based on responsible sourcing allow us to conduct our business in innovative and reliable way, help us proactively listen to our customers' needs and provide them with ever better services, while never reducing speed to achieve our goals.

Our Supplier Standards of Conduct ("SSoC") were created to reinforce our commitment of working together with our Suppliers\* towards a long-term, sustainable and successful future for all involved parties. They are instrumental in ensuring we deliver our business objectives while making a positive social influence and reducing our environmental impact and help us meet our ESG ambitions.

We expect our Suppliers to maintain the highest ethical standards, comply fully with local laws and international conventions, in particular anti-corruption laws, and avoid even the perception of impropriety or conflict of interest.

Conforming to our Supplier Standards of Conduct is required to maintain your status as our Supplier. You must abide to its terms and agree to monitor and audit your compliance. You are also responsible for ensuring that all your employees and any subcontractors, agents or other third parties that you engage in delivering your goods or services to InPost S.A. or its subsidiaries\*\* ("InPost"), will act consistently with these standards.

#### **OUR STANDARDS** 1.

This section describes standards our Suppliers must achieve to establish and maintain a business relationship with InPost.

#### 1.1. **Compliance and Integrity**

#### Compliance with Laws a.

Our Suppliers must comply with all laws and regulations in the countries in which they operate, and all other applicable international laws and regulations relating to health and safety, labour, international trade, sanctions, bribery and corruption, money laundering, anti-trust/competition, data protection and environment.

Special consideration shall be given to the principles of the Universal Declaration of Human Rights, Ten Principles of the UN Global Compact and ILO International Labour Standards.

<sup>\*</sup> Supplier refers to any business, company, corporation, person or other entity that sells, or seeks to sell, any services or goods to InPost or any of its subsidiaries, including the supplier's employees, agents, and other representatives.

\*\* The term subsidiaries refers to companies in which InPost S.A. directly or indirectly holds 50% or more shares or voting rights, as well as companies.

personally affiliated with InPost S.A. through the members of their governing bodies.

#### b. Corruption

Our Suppliers are prohibited to use any and all forms of bribery, corruption, extortion or embezzlement and have implemented adequate procedures to prevent bribery in all commercial dealings undertaken by them.

#### c. Conflicts of Interest

Our Suppliers must be free from any conflicts of interest. A conflict of interest includes any circumstances that could cast doubt on your ability to act with total objectivity with regard to InPost's interests. Conflict of interest situations may arise in many ways, as an example may be triggered by ownership or beneficial interest, family or close relations, or a membership in the same associations or parties. If you feel that you have an actual or potential conflict with InPost or any of its employees, you must disclose such conflict to InPost prior to engagement in any business relation with us.

#### d. Gifts and Hospitality

Any business entertaining or hospitality with InPost and our representatives is kept reasonable in nature, entirely for the purpose of maintaining good business relations and is not intended to influence our decisions about how we procure goods or services in any way. As our Supplier you will not offer, promise or provide to any of InPost's representatives a kickback, favour, gratuity, entertainment or anything of value to obtain favourable treatment from us. Our representatives are similarly prohibited from soliciting such favours from you. This restriction extends to any family members and relatives of both you and InPost's representatives.

#### e. Confidential and Competitor Information

All competitor information is obtained and used legitimately and in compliance with all applicable laws and regulations. As our Supplier you must not fix prices, rig bids, allocate customers or markets or exchange current, recent or future pricing information with your competitors. Also, no attempt can be made to disclose to InPost any information about its competitors. Likewise, InPost's confidential information must not be shared with any third party.

# f. Financial Records, Money Laundering and Insider Trading

All business and commercial dealings are transparently performed and accurately recorded in our Supplier's books and records and there is no actual or attempted participation in money laundering.

As our Supplier you must ensure that no confidential information regarding InPost obtained during bidding process or co-operation is used to either engage in or support insider trading.

InPost S.A. is a company listed on the Euronext Amsterdam stock exchange and thus subject to the provisions of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation), commonly referred to as "MAR". Therefore, there may be situations where cooperation with a Supplier involves Inside Information within the meaning of MAR. In such cases, Supplier's representatives may be put on InPost's Insider List. We refer you to our Insider Trading Policy available on our website inpost.eu for further information.

#### 1.2. **People**

# a. Human rights

Our Suppliers will respect human rights in dealing with all their stakeholders – employees, clients, suppliers, shareholders, and communities. Our Suppliers will support the principles of the Universal Declaration of Human Rights.

### b. Child, forced or compulsory labour

Under no circumstances will our Suppliers employ individuals under the age of 15 or under the local legal minimum age for work or mandatory schooling, whichever is higher. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers, or is mentally or physically dangerous, or depriving them of the opportunity to attend school.

Our Suppliers must not use forced labour, whether in the form of compulsory or trafficked labour, indentured labour, bonded labour or other forms. Mental and physical coercion, slavery and human trafficking are prohibited.

#### c. Employment and work conditions

All our Suppliers' workers, both permanent and casual, are provided with employment documents that are freely agreed, and which respect their legal and contractual rights.

Our Suppliers guarantee that workers receive adequate compensation for their work. As our Supplier you must comply with local regulations on minimum salary and social security of the country where the workers are employed.

Our Suppliers ensure that workers are not required to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. All overtime work done by workers is on a voluntary basis and is remunerated or otherwise compensated according to local laws. Where applicable, our Suppliers should give consideration to promoting work-life balance, training, and personal development of employees.

Our Suppliers will provide a healthy and safe working environment, preventing accidents or injury arising out of, linked with or occurring in the course of work. This includes making sure that adequate facilities, self-protecting uniforms or materials, training, and access to safety information are provided.

Our Suppliers ensure that workers are treated with respect and dignity. No worker can be subject to any physical, sexual, psychological or verbal harassment, abuse or other form of intimidation. There must not be any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement. Discrimination based on race, ethnicity, age, role, gender, gender identity, colour, religion, country of origin, sexual orientation, marital status, pregnancy, dependants, disability, social class, union membership or political views must be prevented and is prohibited. In particular, attention is paid to the rights of workers most vulnerable to discrimination.

Our Suppliers should give consideration to implementation of transparent, fair and confidential procedures that allow workers to report any difficulties arising as a part of their working relationship and ensuring non-retaliation.

Our Suppliers will respect the right of their employees to join workers organizations, trade unions and entering into collective bargaining.

# 1.3. **Environment & Sustainability**

Our Suppliers' operations, sourcing, manufacture, distribution of products and the supply of services are conducted with the aim of protecting and preserving the environment.

We expect our Suppliers to help us achieve our environmental targets outlined in our ESG strategy that is available at our corporate web page <a href="https://inpost.eu/sustainability/our-sustainability-strategy">https://inpost.eu/sustainability/our-sustainability-strategy</a>. The strategy links to the United Nations Sustainable Goals (SDGs) to create a robust, comprehensive foundation on which to apply the best practices in sustainable business practices. Hence in every procurement transaction we will be looking for products and services that will allow us to use more recycled products, improve efficiency in use of scarce resources such as energy, water and finite raw materials, reducing waste and ensuring proper disposal, promote biodiversity, and minimizing other environmental impacts such as pollution or noise.

# 2. SUPPLIER ACKNOWLEDGEMENT PROCESS

All our Suppliers are required to formally acknowledge their compliance with the requirements set out in this document. This supplier acknowledgment is a contractual commitment made in an addition to any other contracts or terms and conditions between any InPost entity and the Supplier.

This acknowledgment shall be provided through the signature of the acknowledgment document attached as **Annex 1** by an authorized representative of the Supplier. This signed acknowledgment should be delivered to InPost's Procurement contact prior to becoming our Supplier i.e., at the stage of bidding process or signing purchase order or contract with us.

# 3. COMPLIANCE MANAGEMENT REQUIREMENTS AND RAISING CONCERN

# 3.1. Purchase Order obligatory

We expect our Supplier to comply with our Purchase Order obligatory policy, meaning that while ordering goods or services we issue Purchase Order and payment will only be made when reference to a valid Purchase Order number is mentioned.

Work should not be started or goods delivered without a Purchase Order or sourcing contract signed. Exceptions to this policy have to be agreed and approved with InPost management before entering into a business relationship.

# 3.2. Security and confidentiality

Our Suppliers shall conduct their business in a secure manner with all reasonable measures for minimizing InPost's exposure to security threats. While working in our premises Suppliers are requested to comply with our security and work safety rules.

Our Suppliers shall keep all information that is not publicly available received during a bidding/sourcing process or the work performance confidential and comply with our information security and data protection policies.

Should you become aware of any security, confidentiality, data leakage or health and safety concerns when working with InPost you will report them promptly by contacting our procurement team or using raising concern process.

# 3.3. Supply chain monitoring

Our Suppliers must regard these standards as a total supply chain initiative. Our Suppliers shall ensure that at least their next tier suppliers, subcontractors, agents or other third parties that are engaged in delivering goods or services to InPost will act consistently with the standards.

#### 3.4. Request for information and right to audit

We may request our Suppliers to provide us with reasonable access to all relevant information or have a right to conduct an audit where concerns have been raised of non-compliance or where we wish to better understand your compliance. We expect you to support us in these exercises at no charge to InPost.

# 3.5. Ceasing business

We reserve the right to cease business with the Supplier or suspend a bidding process if the Supplier cannot meet our Supplier Code of Conduct or a satisfactory agreement cannot be reached with the Supplier in areas of risk, or the Supplier fails to comply with our requests for information.

# 3.6. Raising concern

As our Supplier, if you become concerned that we are not supporting our standards set out in this document, we encourage you to notify us of any known or suspected improper behaviour in your dealings with InPost or our employees, agents or contractors by reporting your concern to our Compliance Officer.

Also, as an employee, agent or contractor of our Supplier, if you become aware, that our Supplier is not acting in line with our standards, you may wish to notify our Compliance Officer:

#### compliance@inpost.eu

Please note that country specific rules may obligate you to report specific cases directly to public authorities or using your company's raising concern channels.

Raising concern process is voluntary, confidential, and allows anonymity unless not permitted by a country's local law. For details or country specific rules please contact our Compliance Officer using the address indicated above.

# 4. MISCELLANEOUS

If the laws of any country where InPost or its subsidiaries are present require a more stringent approach to supplier due diligence, an appendix hereto covering such country will be added and will be in force in such country.

InPost will take all necessary actions to clarify the situation with Suppliers located or registered in countries or areas in conflict where endemic human rights issues have been identified or controlled by legal of physical persons coming from these locations.

#### **ANNEX 1**

# Acceptance & acknowledgement of In Post's Supplier Standards of Conduct

First and last name	
Position/function	
Registered Company name	
Registered Company address	
Signature	
Date (DD/MM/YYYY)	

I acknowledge that I have read the contractual document – InPost's Supplier Standards of Conduct that applies to all Suppliers of InPost S.A. and its subsidiaries ("InPost"), and commit the Company detailed above to respect all the provisions of this document.

I further acknowledge that violation of the clauses of this document shall be deemed a material breach of all agreements in force between InPost and the Company, due to which InPost may terminate all agreements entered into with the Company with immediate effect, upon written notice to Company, if the Company fails to cooperate by providing information or fails to demonstrate compliance with the Supplier Standards of Conduct.

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