

Supplier Code of Conduct

Introduction

The HAJDU Group (hereinafter referred to as “HAJDU”) is committed to socially responsible and environmentally conscious corporate governance, as well as to conducting business activities that take sustainability considerations into account. We expect this approach from our suppliers and business partners as well.

This Code sets out the standards and expectations of the HAJDU Group regarding its business relationships with partners, i.e. the minimum requirements that form the basis of a successful and responsible business relationship.

The scope of this Code of Conduct extends to all suppliers and subcontractors of the HAJDU Group (HAJDU Hajdúsági Ipari Zrt., HAJDU Autotechnika Ipari Zrt., HAJDU Infrastruktúra Szolgáltató Zrt.), including their affiliated companies and subsidiaries.

The Supplier Code of Conduct constitutes an integral part of the contracts concluded with suppliers.

The HAJDU Group reserves the right to amend this Code of Conduct. In the event of such amendments, it expects the Supplier to implement the necessary changes accordingly. In such cases, HAJDU shall inform the Supplier in due time, but at least one (1) month prior to the entry into force of the changes.

Supplier: any natural or legal person, including their affiliated companies and subsidiaries, who supplies products or provides services to HAJDU.

All Suppliers are obliged to comply with the provisions of this Code and shall make efforts to ensure that their own suppliers and subcontractors also apply the standards set out herein.

Requirements for Suppliers

1. Lawful Business Conduct and Behaviour

The Supplier shall comply with all applicable laws, regulations, and rules in force in the countries where it conducts business activities.

1.1. Corruption and Bribery

The Supplier rejects all forms of corruption, including extortion and bribery, and shall refrain from engaging in unethical practices. It shall neither offer nor accept undue advantages. The Supplier is committed to complying with all applicable anti-corruption laws that prohibit bribery, kickbacks, or any other corrupt practices aimed at obtaining or retaining business or securing any improper advantage.

1.2. Fair Competition

The Supplier guarantees compliance with all applicable competition and antitrust laws. It undertakes not to enter into unlawful agreements or arrangements with competitors, suppliers, customers, or third parties. The Supplier shall refrain from manipulating markets, prices, or bids, as well as from agreements aimed at market or customer allocation.

1.3. Conflict of Interest

The Supplier shall avoid conflicts of interest in its business relationships and shall promptly inform HAJDU if it becomes aware of any potential or actual conflict of interest that may affect its business relationship with HAJDU.

1.4. Money Laundering

The Supplier shall comply with all applicable anti-money laundering regulations and shall not engage in any activities related thereto.

1.5. Trade Restrictions (Import and Export Control Regulations)

The Supplier shall comply with all applicable laws governing the import and export of goods, services, and information, as well as with all applicable trade restrictions, sanctions, and embargoes.

1.6. Data Protection, Data and Information Security

The Supplier undertakes to comply with and enforce all applicable data protection and information security laws, as well as regulatory requirements concerning the protection of personal data, in the course of collecting, storing, processing, and transferring such data. The Supplier shall ensure responsible and transparent data management.

All information received within the framework of the business relationship that may qualify as confidential business information shall be treated with the strictest confidentiality by both the Supplier and HAJDU, and protected against unauthorized access by third parties.

In order to protect confidential information, the Supplier shall use only secure communication tools, channels, and data carriers that are protected against unauthorized access. The Supplier shall ensure effective protection of its IT infrastructure against unauthorized interference and cyberattacks.

1.7. Protection of Intellectual Property

The Supplier shall comply with all applicable laws relating to the protection of intellectual property throughout the entire supply chain.

2. Social Responsibility and Protection of Human Rights

2.1. Prohibition of Child Labour and Forced Labour

The Supplier shall strictly comply with lawful employment conditions, including the prohibition of modern slavery and child labour in accordance with the definitions and standards of the International Labour Organization (ILO). The Supplier may only employ or engage workers who meet the applicable minimum age requirements. The Supplier shall not employ persons under the age of 16, except for individuals aged at least 15 who are employed in good faith within the framework of an internship program and who are participating in full-time education at an educational institution.

Young workers under the age of 18 must not be hindered in their development and education. They shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to jeopardize their safety, health, or morals.

2.2. Freedom of Association

The Supplier shall respect the right of employees to join or not to join any lawful organization, including, but not limited to, trade unions and works councils. The Supplier shall comply with all applicable laws regarding freedom of association and collective bargaining.

2.3. Equality and Protection Against Discrimination

In the recruitment and employment of employees, the Supplier shall respect the principles of equal opportunity and equal treatment. It shall not engage in any form of discrimination or harassment based on race, gender, skin color, religion, ethnic origin, social background, age, sexual orientation, nationality, disability, political opinion, or any other legally protected characteristic.

2.4. Diversity

In the course of its activities, the Supplier shall respect the principles of diversity, equal opportunity, and inclusion, and shall strive to integrate these principles into its corporate operations.

3. Working Conditions

3.1. Health and Safety

The Supplier shall ensure the safety and health of employees in the workplace by providing appropriate working conditions. It shall take all necessary precautionary measures to minimize health risks and prevent workplace accidents.

In organizing work, the Supplier shall take into account compliance with prescribed working hours and rest periods. Employees shall receive regular training in occupational health and safety.

3.2. Fair Working Conditions (Wages and Working Hours)

The Supplier shall, in all cases, pay employees at least the statutory minimum wage. Wages and benefits shall be paid in full for work performed and shall not be withheld in violation of applicable laws.

The Supplier shall determine working hours and overtime in compliance with all applicable laws and regulations.

4. Environmental Protection

The Supplier shall comply with international environmental regulations. It shall strive to use natural resources responsibly and take all necessary measures to reduce the negative impact of its business activities on the environment and climate change.

The Supplier shall implement appropriate management systems to prevent environmental and safety risks. It shall possess certification in accordance with the ISO 14001 international environmental management system standard or, in the absence thereof, shall make efforts to implement such certification as soon as possible. If the Supplier does not hold ISO 14001 certification, HAJDU shall set a deadline for obtaining it and shall monitor compliance.

In order to minimize adverse environmental impacts and protect the environment, the Supplier shall:

- ensure transparency of greenhouse gas emissions and strive for their continuous reduction;
- give preference to the use of renewable energy sources;
- strive for the efficient use of raw materials, reduction of waste generation, and ensure environmentally sound waste management and disposal;
- avoid excessive water consumption, strictly control pollutants entering water, and ensure proper treatment and disposal of wastewater;
- ensure that its activities do not contribute to the illegal transformation of natural ecosystems and strive to preserve biodiversity;
- establish appropriate systems for the handling of chemicals and other hazardous substances, in compliance with all applicable laws and regulations;
- take all necessary measures to ensure that its products are free from so-called conflict minerals (tin, tantalum, tungsten, their ores, and gold originating from high-risk areas). The Supplier shall strive to avoid the use of raw materials that directly or indirectly contribute to human rights violations, corruption, the financing of armed groups, or other harmful impacts.

5. Complaint Handling and Reporting of Violations

The Supplier shall ensure, through the operation of appropriate systems, that its employees and stakeholders are able to report concerns, potential legal violations, or breaches of this Code without fear of retaliation.

6. General Provisions

HAJDU expects its Suppliers to align with the principles and requirements set out in this Code of Conduct and to take all necessary measures to ensure compliance. Suppliers are required to impose equivalent standards of conduct on their own suppliers and/or subcontractors (where legally permissible and commercially feasible, taking into account the principle of reasonableness). Suppliers shall ensure that their employees are also aware of and comply with the requirements of this Code.

HAJDU regularly monitors the practical implementation of the Code. In the case of new, potential Suppliers, the Sustainability (ESG) questionnaire is always sent as part of the “Supplier Audit Questionnaire” to be completed using a self-assessment method.

In addition, HAJDU reserves the right to verify and audit its Suppliers with regard to compliance with these requirements. Upon request, the Supplier shall provide HAJDU with all information/data necessary to verify compliance with the provisions set out in this Code. Where necessary, the Supplier shall allow HAJDU to conduct on-site inspections/audits to assess compliance.

Audits may be conducted based on prior planning or as a result of a complaint, either announced or unannounced. Audits on behalf of HAJDU shall in all cases be carried out by competent individuals with appropriate professional qualifications. A record (audit report) shall be prepared of the audit, including identified risks and non-conformities. The Supplier shall develop an action plan addressing the identified deficiencies, implement the necessary corrective measures within the deadlines specified in the report, and provide documented evidence thereof to HAJDU.

Monitoring and documentation of compliance with the provisions of this Code shall be carried out using performance indicators, such as the proportion of suppliers who have signed the Code, the number of entities subject to corrective actions, the number of suppliers audited from an ESG perspective, etc.

In the event of a breach of this Code of Conduct, HAJDU shall be entitled to take appropriate measures to prevent or remedy the violation and to minimize its impact. In case of any breach of the standards set out in this Code, the Supplier shall cooperate with HAJDU to eliminate the non-compliant situation as soon as possible. Efforts shall be made to properly address identified risks and violations, and to implement measures and control systems that prevent recurrence.

HAJDU particularly reserves the right to restrict, suspend, or terminate the business relationship in the event of serious or repeated breaches of this Code of Conduct. (This measure may be waived if the Supplier can credibly demonstrate that it has taken all reasonable steps without delay to prevent or remedy the violation and to minimize its impact.)

In the event of a breach of the provisions set out in this Code, any person becoming aware of such breach may submit a complaint through HAJDU’s whistleblowing system. The procedure is set out in the Whistleblowing Policy, which is available on our website.

Téglás, 14 July 2025

Dedéné Novotni Anna
Vice President of Board

Declaration on the Acceptance of the Supplier Code of Conduct

The purpose of the rules and standards of conduct defined in the Supplier Code of Conduct of the HAJDU Group is to ensure that the suppliers and subcontractors of the HAJDU Group comply at all times with applicable laws and regulations, as well as with the fundamental norms and rules of conduct required for socially responsible and environmentally conscious corporate governance, and for conducting business activities that take sustainability considerations into account.

The principles set out in the Code of Conduct apply to the following areas:

- Lawful business activities and ethical conduct.
- Social responsibility and protection of human rights.
- Working conditions, including the health and safety of employees.
- Environmental protection, including the efficient use of resources, reduction of harmful emissions, protection of natural ecosystems, and avoidance of conflict materials.
- Rules governing the verification of compliance with this Code of Conduct by the HAJDU Group, including the definition of consequences in case of violations.

The undersigned Supplier hereby confirms that it acknowledges the Supplier Code of Conduct of the HAJDU Group, in its version effective at all times, as binding upon itself, and undertakes to comply with and apply the values and principles contained therein in relation to the goods and services procured by the HAJDU Group.

Place, date:

Company name:.....

Signature:

Name of the signatory (in printed capital letters):

Position of the signatory: