



Form
F_10030
**Compliance and sustainability
obligation of suppliers**

..... (Company name / first name, last name)
..... (Street)
..... (City, state, zip code)
..... (Country)

(hereinafter referred to as "Supplier")

would like to enter into a business relationship, or already has such a relationship, with ARRK Engineering GmbH, Frankfurter Ring 160, 80807 Munich, Germany (hereinafter referred to as "ARRK").

ARRK, as part of the ARRK Group, considers the exercising of its social and environmental responsibility in the context of its contractual relationships and business activities to be an essential component of a sustainable corporate policy. This equally applies vis-à-vis its own employees, customers, suppliers, stakeholders, wider society and the environment. The ARRK Group has therefore established its own Code of Conduct which is available at: www.arrkeurope.com.

- (1) In this context, the observance of and compliance with the following principles, including on the part of suppliers to ARRK, is of particular importance to ARRK: Respect for human dignity and human rights, the prohibition of child labor, forced labor, human trafficking and discrimination, respecting the freedom of association and the respective national and international standards for remuneration and working time, for the protection of health and the environment, for fighting corruption, for protecting personal data and for protecting intellectual property.
- (2) The Supplier also undertakes to comply with the applicable national legal regulations, in particular with respect to the prevention of corruption and money laundering, as well as export control. The Supplier shall make its best efforts to ensure that its employees, subcontractors, cooperation partners and subsidiaries will not violate applicable legal regulations in carrying out their activities.
The Supplier undertakes to not engage in any conduct that may lead to legal liability for fraud or breach of trust, offenses related to insolvency, offenses under competition law, the granting of advantages, corruption, money laundering or a violation of export control regulations by persons employed by it or third parties.
The Supplier confirms that neither itself nor its employees have accepted or offered any bribes in the context of the business relationship and will not do so in the future either.
- (3) The Supplier expressly represents that it complies with the legal requirements with respect to its employees, in particular requirements regarding minimum wage, tax on wages, social security, health and safety measures and permits under labor law.



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- (4) The Supplier shall ensure that all processes meet the applicable environmental requirements, are environmentally compatible, and reflect socially and ecologically responsible conduct. It shall always take the required organizational measures to also comply with the sustainability requirements in this respect. For this purpose, the Supplier shall ensure a systematic management of the protection of the environment, i.e. compliance with environmental standards and the continuous improvement of the environmental performance, in particular with respect to the consumption of energy, greenhouse emissions, air quality, the management of natural resources and the avoidance of waste, water quality and use, as well as the responsible use of chemicals.
- (5) The Supplier undertakes to comply with the applicable data protection regulations, in particular the EU GDPR and the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG). It is aware that content or information received under the business relationship may also be considered personal data and will process such content and information in accordance with the applicable regulations regarding data protection.
- (6) The Supplier shall notify ARRK without undue delay if it becomes aware of a violation of the duties and principles set out in Sections 1 to 5.
- (7) The Supplier also expressly represents that it has all permits and any consent required for its work. If the Supplier can only be contracted if it has a particular certification, it has a duty to regularly (at least once a year) provide proof of this certification for the term of the contract without being specifically requested to do so.
- (8) A culpable violation of the duties and principles set out in Sections 1 to 7 can be grounds for a termination of the business relationships without notice for cause.
In addition, the Supplier is liable for any damage, loss, liabilities or expenses (including court and legal costs) which are incurred by ARRK, or with respect to which claims are brought against ARRK, due to the culpable violation of these provisions.

.....
(Place) (Date)

.....
(Signature of the Supplier)

.....
(Name, Position)