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This Supplier Code of Conduct sets out K2's expectations of its Suppliers and all its stakeholders (all groups of people or organisations that may have some kind of interest in K2's actions) in general. By supplying products, services or otherwise to K2, the Supplier accepts and agrees to be bound by this Code. Suppliers must ensure that this Code is communicated to their employees, subsidiaries, business partners or subcontractors involved in providing services to K2 and that they comply with it. K2 and its Suppliers will work for the common good, setting global benchmarks for a sustainable tomorrow.

## Summary

### Supplier Code of Conduct

1.1 Introduction	4
1.2 Compliance with Laws	4
1.3 Data privacy	4
1.4 Fiscal Coherence	5
1.5 Employees and other Suppliers	5
1.6 Vulnerable individuals	6
1.7 Human rights and labor legislation	6
1.8 Salaries and benefits	6
1.9 Working hours	6
1.10 Child labor	6

1.11 Forced or compulsory labor	6
1.12 Occupational Health and Safety	7
1.13 Freedom of Association	7
1.14 Business practices	7
1.14.1 Risk management	7
1.15 Continuous improvement	7
1.16 End-to-end delivery	8
1.17 Value	8
1.18 Quality	8
1.19 Product liability	8
1.20 Reputation	8
1.21 Cyber and Information Security	9
1.22 Confidentiality	9
1.23. Equipment	9
1.24 Conflicts of Interest	10
1.24.1. Your Role at K2 and Private Interests	10
1.24.1.1. Conflicts of Interest in Relationships	11,12
1.24.1.2. Financial Conflicts of Interest	13
1.24.1.3. Confidentiality Conflicts of Interest	14
1.24.1.4. Activities outside of K2	14

1.25 Gifts and entertainment	14
1.26 Behavioral Pattern	14
1.26.1 Ethical behavior	14
1.27 Combating Fraud and Corruption	15
1.28 Transparency	15
1.29 Treatment of Subcontractors	15
1.30 Corporate Social Responsibility	16
1.31 Non-Discrimination	16
1.32 Anti-Slavery	16
1.33 Human Rights	16
1.34 Environment and Sustainability	17
1.34.1 Sustainable Purchasing	17
1.34.2 Energy and Emissions	17
1.34.3 Waste	17
1.34.4 Water	17
1.35 Monitoring/record keeping	17
1.36 Conformidade e Canal de Denúncia	18
1.37. Annex	19
1.37.1 Compliance with Anti-Corruption Laws	19
1.38 Other Applicable Guidelines	20, 21

## 1.1 Introduction

This Supplier Code of Conduct is applicable in conjunction with the specific contractual obligations agreed between suppliers (individuals or companies, including their subsidiaries, business partners and subcontractors who provide services to K2 – collectively “Suppliers”) and the respective K2 Group company (“K2”) with whom they contract. A list of K2 Group companies can be found in the [K2 Imprint](#) section on the K2 website.

K2 sets a high standard of corporate and individual behavior and is committed to conduct its business in an ethical, legal and socially responsible manner. K2 offers a safe working environment and cooperation. We place particular emphasis on respectful and dignified interpersonal relationships and strive to ensure that our activities comply with environmental, social and governance (ESG) standards. Therefore, K2 expects its Suppliers to meet a certain standard of conduct when providing services to K2 to ensure that our values are translated into our supply chain.

This Supplier Code of Conduct (“Code”) establishes K2's expectations in relation to its Suppliers and all its stakeholders (all groups of people or organizations that may have some type of interest in K2's actions) in general. By providing products, services or otherwise to K2, the Supplier accepts and agrees to be bound by this Code. Suppliers shall ensure that the minimum requirements of this Code are made known to and complied with by their employees, affiliates, business partners or subcontractors involved in the provision of services to K2. K2 and its suppliers will work for the common good and set global standards for a sustainable future. The intention is not to create new or additional rights for third parties.

Suppliers may contact K2 directly with any questions they may have about the Code and its provisions.

## ■ 1.2 Compliance with Laws

Suppliers shall comply with all applicable national and/or local laws and regulations, in particular and without limitation those relating to labor, immigration, health and safety and the environment.

## ■ 1.3 Data privacy

The supplier shall ensure that all data and information processed by it, in particular personal data transmitted by K2, is handled with reasonable care and that all necessary security mechanisms are in place to adequately protect such data and information. All K2 Suppliers must ensure that they comply with applicable data protection laws, such as the GDPR and its national counterparts.

Suppliers who process data on behalf of K2 must comply with the terms of our Data Processing Agreement. To this end, please also familiarize yourself with our Privacy Policy on our [WEBSITE](#)

## ■ 1.4 Fiscal Coherence

Of particular importance is the proper and compliant payment of all taxes in accordance with the laws of the country and/or state in which a supplier is registered, operates a local office or provides services to K2. We take tax evasion seriously and endeavor to make every reasonable effort to ensure that our suppliers pay their taxes correctly. All international and national tax regulations must be followed to ensure that taxes are paid in the country where they are due, complying with all applicable laws.

This may result in a supplier having to register in the country where they provide services to K2 or our customers and pay taxes on amounts paid locally by K2.

It is the Supplier's responsibility to inform itself and comply with local tax legislation at its place of registration, as well as the place where the service is provided. If irregularities are identified, existing contracts may be terminated immediately.

## ■ 1.5 Employees and other Suppliers

### Respectful treatment

While you are a supplier to K2, you may come into contact with members of the K2 team or other suppliers. All employees and suppliers have the right to respectful treatment. K2 does not tolerate discrimination and/or harassment in the workplace or in connection with any service provided to us. We expect our Suppliers to have the same commitment, also towards their own employees.

### Professional behavior

We expect our suppliers to invest in the relationship with K2 and to build trust with our team and other suppliers who may be involved in supply. We also expect our suppliers to communicate directly with us if any of their employees, a member of the K2 team, a member of our customers or any other supplier fails to comply with the values or ethical behavior set out in this Supplier Code of Conduct. In addition, suppliers must communicate in advance of any consequences if a project or service is unlikely to be successful due to inappropriate behavior and/or lack of good governance. This also applies if a contract is no longer fit for purpose, for example in its provisions or contractual measures.

## ■ 1.6 Vulnerable individuals

The provision of services may involve individuals with special needs, such as physical or mental disabilities, illnesses or other factors that place them in a vulnerable position. Suppliers must ensure that these individuals are treated with courtesy at all times and that their dignity, safety and well-being are prioritized.

## ■ 1.7 Human rights and labour legislation

Suppliers must comply with all applicable labour and human rights laws in the countries in which they operate and have relevant means in place to ensure that subcontractors in their supply chain also comply with these laws.

## ■ 1.8 Salaries and benefits

Suppliers must comply with all applicable wage laws and regulations, particularly those relating to minimum wages, overtime and other elements of compensation, and pay wages on time.

In addition, suppliers must observe equal pay for all their employees. Consequently, there must be no wage differences based on gender, ethnicity, religion, nationality or other discriminatory factors.

## ■ 1.9 Working hours

Suppliers must comply with applicable laws and regulations regarding working hours, overtime and maximum working hours. In addition, the business must be managed in such a way that service hours are limited to a level that ensures humane and productive working conditions for their employees.

## ■ 1.10 Child labour

Suppliers shall not engage in, participate in or otherwise promote child labor. K2 expects its suppliers not to engage in practices that are inconsistent with the rights set forth in the UNICEF Convention on the Rights of the Child, the ILO Minimum Age Convention and the ILO Convention on the Worst Forms of Child Labor.

## ■ 1.11 Forced or compulsory labour

Suppliers must not use forced, slave or compulsory labour. Employment with suppliers must be voluntary. Employees must have the opportunity to terminate the employment relationship after a reasonable notice period in accordance with applicable laws. No psychological, physical or other pressure may be exerted on employees or other persons.

## ■ 1.12 Occupational Health and Safety

K2 expects its suppliers to provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. All required safety measures must be in place at all times. Regular inspection schedules must be adhered to.

Suppliers must act in good faith to ensure the safety and well-being of their employees and to maintain a cooperative, efficient, positive, harmonious and productive work environment and business conduct.

These standards apply when working at both our facilities and our customers' facilities, at off-site locations where our business is conducted, and at K2-sponsored corporate and social events or any other location where you are a representative of K2. Suppliers may also be required to adhere to customer codes of conduct at clients locations.

## ■ 1.13 Freedom of Association

K2 expects its suppliers to respect and recognize the rights of their employees, in particular those relating to freedom of association, organization and collective bargaining in accordance with the laws of the countries in which they provide services. Employees must be able to voice their grievances to management without fear of reprisal, intimidation or harassment.

## ■ 1.14 Business practices

### ■ 1.14.1 Risk management

We try to ensure that risk distribution is applied according to the principle of sustainability and efficiency. The risk is therefore transferred to the party that can manage it best under the relevant conditions. We expect our suppliers not to transfer risk inappropriately to subcontractors if the supplier can manage the risk more efficiently. All parties involved must also be willing to share information about risks in the supply chain so that material commercial and operational risks can be mitigated.

## ■ 1.15 Continuous improvement

We expect our Suppliers to use recognized industry practices when delivering goods and services to or on behalf of K2. These goods and services must be continually improved and Suppliers must bring innovation, ideas and knowledge to help K2 address its strategic challenges and support the growth and prosperity of K2 and the public at large.

## ■ 1.16 End-to-end delivery

Some of the services required by K2 are of a certain complexity. We expect suppliers to be clear about how they contribute to global delivery and to work with K2 and others to ensure that their product or service is used effectively to deliver a high quality service. Suppliers shall conduct themselves in accordance with the required standards and provide the necessary information when a contract expires or is in a transition phase leading to the termination of the contract.

## ■ 1.17 Value

Contracts must be priced to provide sustainable value in good faith throughout their term, even if changes are required. We respect and encourage our suppliers to make a profit margin in exchange for services, but expect them not to take advantage of an established position or monopoly, an urgent situation or an asymmetry of capacity or information to impose opportunistic prices. We expect our suppliers to make good faith efforts to resolve any disputes quickly and fairly during the contract period through good relationship management and, where appropriate, contractual dispute resolution mechanisms, recognizing that the interests of K2 and its suppliers are rarely better served by protracted litigation.

## ■ 1.18 Quality

Suppliers must ensure that the quality of products/services delivered is in line with all terms and conditions of the contract with K2, industry standards and legal requirements.

## ■ 1.19 Product Liability

Suppliers of certain products must adhere to all applicable laws and regulations regarding the prohibition or restriction of specific substances, including product labelling if necessary.

## ■ 1.20 Reputation

K2 wishes to collaborate with suppliers who value their good reputation in terms of fairness and delivery quality. In fact, we want the cooperation with K2 to be seen as an improvement to this.

However, a good reputation can be jeopardized quickly and uncontrollably, for example through poor performance or harmful behaviour. We, therefore, expect our suppliers to protect our reputation and ensure that neither they nor their partners or subcontractors bring K2 into disrepute through actions or omissions that are likely to undermine public confidence in us.



## ■ 1.21 Cyber and Information Security

Suppliers at all times and costs must protect the integrity and security of their systems and comply with relevant industry and legal standards and guidance. Suppliers must inform K2 and any relevant authorities if they become aware of any cybersecurity incident that affects or has the potential to affect our or our clients' data.

## ■ 1.22 Confidentiality

Suppliers are expected to comply with the provisions of their contracts and any legal requirements to protect confidential information. Our Suppliers may also be party to confidential information that is necessary for them to be effective partners. This information, even if not covered by contractual provisions, must be treated with the same care as information of similar sensitivity within the Supplier's own organization.

## ■ 1.23. Equipment

In case of providing equipment such as notebooks and/or other technological devices for the execution of services, the supplier takes responsibility for the care, maintenance, and preservation of the conservation condition of these items. At the end of the contract, the supplier must return these devices in suitable condition, except for natural wear and tear due to authorized use.

## ■ 1.24 Conflicts of Interest

Conflict of Interest means a situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another.

### 1.24.1. Your Role at K2 and Private Interests

We expect all K2 stakeholders, including our Suppliers, to appropriately mitigate any real or perceived conflict of interest through their work with us. A Supplier with a position of influence obtained through a contract must not use that position to unfairly harm any other Supplier or reduce the potential for future competition, for example, by creating a technical solution that blocks the Supplier's own goods or services. Suppliers must disclose to K2 if any K2 employee, business partner and/or employee of our Customers, has any type of interest in the Supplier's business or any type of economic link with the Suppliers.

If the Supplier finds itself in a situation where conflicting loyalties could lead it to seek benefits for its employees, subcontractors, consultants, partners, friends or family to the detriment of K2 or our Clients, you may be faced with a conflict of interest. All of us, including our Suppliers, must avoid conflicts of interest and circumstances that present the appearance of a conflict.

When considering what actions to take, ask yourself whether the steps you are contemplating could create an incentive for you or give others the impression of creating an incentive to benefit you, your company, your friends, family, or business partners at the expense of K2. If the answer is "yes," there is a likelihood that the actions could create a conflict of interest situation, which is imperative to avoid.

You must not use any K2 privilege or your position as a Supplier within the organization to secretly obtain private, personal or financial advantages. It is important to understand that circumstances change. A situation that previously did not present a conflict of interest may now do so.

Suppliers must disclose any potential conflict of interest to its contact at K2 or the Legal and Compliance department. If you are unsure whether a conflict of interest exists, please highlight the matter to the Legal and Compliance Department. Furthermore, it is important to encourage your employees to disclose potential conflicts of interest and report them to us.

At the beginning of the partnership with K2, the supplier is required to identify potential conflicts of interest and confirm them in writing. Any intentional withholding of information by the supplier may lead to the immediate termination of the contract, as well as the initiation of proceedings to determine further losses and damages.

There are different types of Conflict of Interest that must be considered:

## ■ 1.24.1.1. Conflicts of Interest in Relationships

If any Supplier representative is involved in handling contracts, applying for job vacancies, interviews, benefits and/or project consultancy, they must not participate in the selection/choice when it involves any of their family, friends or romantic partners without Compliance approval. It is not acceptable for the Supplier to favour an individual over other candidates or team members due to their romantic, family or friendship relationship.

To ensure impartiality and transparency in the approval of services provided, it is essential that individuals with close personal relationships are not part of the approval chain. In order to ensure that decisions are taken objectively and in accordance with established standards, approvals must be carried out exclusively by departments such as compliance and/or finance. This approach helps to avoid conflicts of interest and ensures that decisions are based on strictly professional criteria, promoting integrity and equity in the service approval process. If you find yourself in a chain of approvals along the lines mentioned, it is your responsibility to report this to your direct manager and Compliance.

Do not participate in management or decision-making regarding potential or existing business relationships involving your family members, spouses/romantic partners or close friends. This includes being the technical consultant doing the analysis for a position for which a relative or friend of yours is being considered, or the Supplier in charge of the relationship with a company associated with a spouse or romantic partner.

If you are in a relationship with someone affiliated with the company (e.g. co-worker, customer) and you gain personally from that relationship, this constitutes a conflict of interest that must be disclosed to the Legal and Compliance department and resolved.

The following guidelines must be followed by the entire team:

- You must inform the Legal and Compliance department if you are in a personal relationship with a K2 employee, Supplier, subcontractor and/or business partner. Such relationships are not prohibited, but can lead to situations that may appear to be unfair to other team members or as inconveniences to the company that may require action. In cases where the relationship may present a conflict of interest, the Legal and Compliance department may need to assess the management of such conflict.
- K2 Stakeholders (including our Suppliers) who are in a familial or emotional relationship with another team member may work together at some point. K2 assumes that such relationships will not affect performance and are private matters unless a conflict that falls within this section arises.

However, there may be circumstances where a personal relationship between team members within a team could become a concern to the management and may unintentionally affect operational efficiency or the integrity of the service provided. Therefore, you are required to declare any personal relationships with K2 employees, Supplier, subcontractor and/or business partner on your team and/or project.

- All orders and contracts must be made based on merit and it is not permitted to include favoritism in any negotiations. K2 employees, Suppliers, subcontractors and business partners, in customer or contractor units must operate fairly and impartially in dealing with all customers, suppliers, other contractors or subcontractors. Any information about fees, prices, business developments and offers from clients, consultants and suppliers is confidential and cannot be disclosed to third parties or organizations.
- In any situation where a team member (any stakeholder) is working closely with another member with whom they have a personal relationship, K2 may (without breach of contract) request that one or both of the team members change roles or functions or change your work arrangements. The purpose of this is to prevent team members who are in a relationship from being in conflicts of interest and also to avoid perceptions of undue influence or injustice (real or imagined).
- Appointments, decisions to change project scope or increase payment rates, as well as commercial renegotiations, can only be made based on budget, performance, K2 standards, project needs and merit. To avoid any allegations of bias, K2 stakeholders must not be involved in appointments or decisions, whether on a committee, as an advisor or as a direct decision maker, if they are related to or have a close relationship with a team member. K2 stakeholders may not be involved in disciplinary or other sanction decisions or payment decisions if they are related or have a close relationship with the team member who is the subject of such decision.

## ■ 1.24.1.2. Financial Conflicts of Interest

If a K2 stakeholder has financial gains through a negotiation that they can influence or conduct themselves, this constitutes a conflict of financial interests. Any financial interest on your part must be declared in writing to the Legal and Compliance department. This for example includes situations, where you would offer special rates to a customer, favor specific suppliers/third parties in exchange for gift cards, invitations, trips or even money, this is not allowed.

Additionally, personal investments in companies that compete with or collaborate with K2 should be avoided. This is particularly applicable if such an investment could lead you to act in a way that could be harmful to K2 or give the impression of doing so. To determine whether a personal investment might create a conflict of interest, you should consider the relationship between the company's business, K2's business, and your activities at K2. This pertains especially to potential business relationships between the company and K2 that you could influence, as well as the level of competition between the company and K2.

Under these circumstances you should also consider\*

1. any overlap between your specific role at K2 and the company in question;
2. the significance of the investment, including the size of the investment in relation to your net worth;
3. if the investment is in a publicly traded company;
4. your shareholding in the company;
5. to which extent the investments enables you to manage and control the company;
6. Investments in venture capital or other similar funds that invest in a variety of companies that may include competitors or partners of K2 generally do not constitute a conflict of interest.

\*This list does not cover all possible questions

Consult the policy bank on our [WEBSITE](#).

## ■ 1.24.1.3. Confidentiality Conflicts of Interest

When a K2 stakeholder has access to confidential information related to individuals or K2 customers, they must follow the Information Security and Due Use Policies. Confidential information can never be used for personal use, nor can it be compromised.

The disclosure of protected information to competitors or its use for third party business constitutes a serious breach of confidentiality obligations and under such circumstances K2 will take disciplinary, contractual and legal measures. Whenever confidential information is disclosed, immediately notify the Compliance department.

## ■ 1.24.1.4. Activities outside of K2

External contractors are not restricted in their activities and services provided to K2. K2's only expectation is that the contractor's commitments to other clients will not in any way affect the quality of services provided to K2. All contractual obligations must be fulfilled.

## ■ 1.25 Gifts and entertainment

K2 has its internal policy on gifts and hospitality offers from Suppliers, Customers, etc. to our employees. K2 expects that Suppliers will not offer any benefits, such as free goods or services, monetary rewards, job titles or sales opportunities to K2 employees, in order to facilitate the Supplier's business with K2. Suppliers are encouraged to contact K2 directly with any questions they may have.

## ■ 1.26 Behavioral Pattern

### ■ 1.26.1 Ethical behavior

We expect the highest standards of business ethics from Suppliers, their agents and employees when providing goods and services to us. Suppliers need to be explicit about the standards they demand of executives, employees, partners and subcontractors and must have governance and audit processes in place to monitor and enforce these standards.

Suppliers must conduct their business according to high ethical standards, adhere to local laws, and refrain from any form of corrupt practices. This includes, at a minimum, extortion, fraud, or bribery. K2 considers ethical conduct to be that which is carried out in accordance with recognized standards of professional behavior and in compliance with all applicable laws. Ethical conduct encompasses the ethical handling of actual or perceived conflicts of interest between personal and professional relationships (as outlined later in this Code).

## ■ 1.27 Combating Fraud and Corruption

We require our suppliers to comply with anti-corruption laws, in particular and including anti-money laundering regulations, as well as all other applicable national and/or international laws. We expect suppliers to have proper processes in place to ensure that subcontractors in their supply chain also comply with these laws. We do not tolerate any form of corrupt practices, including extortion and fraud, and expect our suppliers to be vigilant and proactive in screening for fraud and fraud risks in their organizations. Suppliers must notify us immediately if fraudulent practices are suspected or discovered and disclose any interests that may influence their decision-making or the advice they provide to K2.

## ■ 1.28 Transparency

Suppliers must be open and honest in their dealings with us. Additionally, when contractually required, we expect full and prompt disclosure of information about costs, revenues and margins in accordance with published guidance and contract terms.

We expect our Suppliers to act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct while working on K2 or our clients' premises, in external locations where K2 business is conducted, at sponsored corporate and social events by K2, or at any other location where Suppliers represent K2. We consider honest conduct to be that which is free from fraud or deceit.

K2 reserves the right to conduct regular audits of its suppliers in order to verify their compliance with all relevant laws, regulations and legal requirements. These audits may include reviewing the supplier's documents, processes and operations, and are intended to ensure the integrity and legality of business practices. Supplier agrees to fully cooperate during these audits by providing access to information, records and facilities necessary for the compliance assessment. The confidentiality of information obtained during audits will be strictly maintained, and any non-conformities identified will be dealt with collaboratively and in accordance with contractual terms.

## ■ 1.29 Treatment of Subcontractors

We expect our suppliers to negotiate fairly with subcontractors within their supply chain. Suppliers should avoid transferring excessive levels of risk to subcontractors who cannot reasonably be expected to manage or assume those risks. Suppliers should not create barriers to using qualified small and medium-sized businesses to provide goods or services and should encourage innovation in their supply chains to increase the value or quality of supply.

## ■ 1.30 Corporate Social Responsibility

We expect our suppliers to be good corporate citizens; upholding the values of this code and supporting the government's key corporate social responsibility policy areas such as diversity and inclusion, sustainability, small and medium enterprise engagement, learning and skills development.

## ■ 1.31 Non-Discrimination

Suppliers shall not discriminate in hiring, employment or provision of services based on pregnancy, childbirth or related medical conditions, race, religion, ethnicity, sex, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by law.

K2 believes in the prosperity of diversity and the importance of equal opportunities for all individuals.

## ■ 1.32 Anti-Slavery

Suppliers must own and ensure that modern slavery or human trafficking does not occur in their business or supply chain. Modern slavery encompasses slavery, servitude, human trafficking and forced labor. K2 has a zero tolerance approach to any form of modern slavery and it is the responsibility of our Suppliers to respect and adhere to these practices and the K2 Modern Slavery Policy as published on our website. Many of these practices reflect legal or regulatory requirements. Violations of these laws and regulations may create significant liability for Supplier, K2, its directors, officers and other employees. Suppliers must be aware of possible violations and report them. Suppliers shall cooperate in any internal or external investigations of possible violations.

## ■ 1.33 Human Rights

K2 expects its Suppliers to support and respect the protection of internationally proclaimed human rights and ensure that they are not complicit in human rights violations.



- **1.34 Environment and Sustainability**
- **1.34.1 Sustainable Purchasing**

We expect our Suppliers to be aware of and support us in complying with legal and contractual obligations in social and environmental aspects. Our Suppliers must help us understand and reduce the impact of the supply chain on our environment and risks related to the security of supply and natural resources. Suppliers need to be open and transparent when reporting the use of products or services and any environmental impacts.

- **1.34.2 Energy and Emissions**

K2 aims to use renewable energy whenever possible and reduce per capita electricity consumption through the use of energy saving devices whenever possible. Additionally, we seek to reduce our impact on the environment by considering the carbon footprint in all our dealings, for example by reducing travel, sourcing locally or choosing green energy options. K2 hopes that its Suppliers will also find solutions for this.

- **1.34.3 Waste**

K2 strives to ensure the reuse, recycling and responsible disposal of waste. We expect our Suppliers to also live up to these standards.

- **1.34.4 Water**

K2 aims to make the water in its offices sustainable, reducing consumption to the necessary minimum. K2 expects its suppliers to, at a minimum, participate and co-create solutions to achieve this goal.

- **1.35 Monitoring/record keeping**

Suppliers must maintain the necessary documentation to demonstrate compliance with this Code. Upon request, Supplier will give K2 or a K2 representative the opportunity to audit Supplier's compliance with this Code. We expect our suppliers to partner with us through training, capacity building, ongoing monitoring and follow-up assessments to share best practices and conduct responsible business.

## ■ 1.36 Compliance

The overall objective of this Supplier Code of Conduct is to drive better performance across K2 supply chains by building open and trusting relationships with our supply base. Suppliers providing goods or services to or on behalf of K2 are expected to comply with all aspects of this Code. Suppliers must be open and transparent with us regarding violations or suspected violations of this Supplier Code of Conduct and must immediately notify K2 of any such violation. This includes, but is not limited to, potential accounting or financial reporting violations, bribery, or violations of the anti-retaliation aspects of this Code.

**Concerns, Violations or Reports should be reported by sending an email to [contractseu@k2partnering.com](mailto:contractseu@k2partnering.com).**

If non-compliance with the requirements of this Code is reported or alleged, the first step is to discuss this matter with the Supplier. If this does not result in a return to compliance, or in cases where the breach is sufficiently serious, we will seek immediate termination of the contract with the Supplier, legal action to rectify the breach, enforce compliance or claim compensation. Suppliers must comply with all applicable local, national and international laws, regulations, treaties and industry standards.

Any questions regarding this Code of Conduct can be addressed to [contractseu@k2partnering.com](mailto:contractseu@k2partnering.com).

- **1.37 Annex**
- **1.37.1 Compliance with Anti-Corruption Laws**

Suppliers shall in connection with the transactions contemplated by any agreement or contract:

1. comply with and ensure that its officers, directors, employees and agents comply with all applicable laws, statutes, regulations and codes related to combating bribery, money laundering and corruption;
  2. comply especially with the sections of this Code;
  3. have and maintain in force and apply, throughout the term of any contract, its own policies and procedures, to ensure compliance with Anti-Corruption Laws and the section on Conduct and Ethics, including carrying out relevant training of its personnel, and detect, report and remediate any violations;
  4. promptly notify K2 in the event of any actual or alleged breach or violation of Anti-Corruption Laws, including any request or demand for any undue financial advantage or other advantage of any kind received by it;
  5. maintain accurate and complete records in its accounting books of the financial transactions in which it engages and will, upon K2's request, make them available;
  6. provide annual certification of compliance with Anti-Corruption Laws and the Conduct and Ethics section, if requested and if applicable to the region.
- If at any time K2 determines in its reasonable opinion that the Supplier is violating or is alleged to have violated the provisions set out above, K2 may immediately terminate any contracts without notice. In such event, Supplier will waive any claims it may have against K2 and its officers, directors and employees as a result of such termination and will indemnify, protect, defend and hold K2 and said personnel harmless from any damages, losses, fees or costs (including legal fees) incurred.
- **1.38. Other Applicable Guidelines**
  - **It is required by all K2 Suppliers to:**
    1. Maintain an attitude of honesty, integrity, courtesy, respect, loyalty, efficiency, transparency and impartiality, which should guide your relationship with the company and its stakeholders.
    2. Act within the law, client policies and standards.
    3. Comply with contracts, agreements and agreements signed with third parties.
    4. Promote the good of all, without prejudice based on origin, race, sex, color, age and any other form of discrimination.
    5. Do not allow the use of forced, compulsory, child labor or any other form of exploitation that harms human dignity, seeking suitable suppliers in the process of supplying goods and services.

## ■ Practices at Work

- a.** Maintain confidentiality regarding information and activities related to the work, unless expressly authorized otherwise by the Client and/or K2.
- b.** Ensure the veracity of information disseminated internally or externally by the company.
- c.** Do not use the power inherent to the position or function to obtain favors or personal services from subordinates and/or other stakeholders.
- d.** Do not participate in transactions and activities that may compromise your professional integrity or discredit your public image, as well as the image of K2 and/or its clients.
- e.** Carry out your professional activities with competence and diligence, seeking technical improvement and permanent updating, and must encourage everyone involved to adopt such conduct.
- f.** Do not take positions or issue statements that could harm the interests, technical competence or reputation of your co-workers or the company.
- g.** Not have economic interests in other companies that are doing or trying to do business with the company or client.
- h.** Do not accept any type of financial aid, bonus, commission, donation or advantage for yourself, your family or anyone else from suppliers, customers, partners and competitors.
- i.** Preserve the assets of K2 and its customers with regard to facilities, equipment, materials, technological and strategic information and operational facilities.
- j.** Do not use company resources (materials, working time, printer, fax, xerox, etc.) to meet private interests.
- k.** Use electronic mail and the Internet for work-related matters, always taking care of information security and not disseminating messages that contain illegal, pornographic, racist or religious or political content.
- l.** Do not speak out publicly on behalf of the company when not authorized or qualified to do so.
- m.** Do not maintain personal behaviour that is incompatible with socially accepted standards, which could harm the company's image
- n.** Wear appropriate attire for the work environment.
- o.** K2 Suppliers must serve all our customers with courtesy, promptness and efficiency. Any doubts regarding the convenience of complying with any request must be submitted to Compliance. There will be no preferential treatment for any customer, and all procedures must comply with ethical and operational guidelines.

- **Waiver of (or Exceptions to) the Code of Conduct**

Exemptions from complying with specific rules of the Code require express authorization from the Chief Executive Officer of K2 and/or the Legal and Compliance department.

- **Spokesperson**

For specific topics, the Director/Administrator of K2 or the Legal and Compliance department will indicate the spokespersons.

- **Violations of this Code**

Any violation of this Code will be handled and analyzed by the Legal and Compliance department, appropriate measures will be applied, whenever confidential information is disclosed, immediately notify the Compliance department.

- **Entry into force and updates**

This Code is in force until the official publication of new guidelines by the company's Board of Directors, with any and all provisions to the contrary being revoked. It is your responsibility to ensure you read and understand the most current version of this Policy, as updates may occur. The latest version will be available in the policy section on our [WEBSITE](#) and/or on the K2K portal.

## Historic of Versions - Grupo K2

Version	Date	Updated by	Change Description	Approved by	Date
1.0	May 2018	Compliance Department	N/A	K2 Board	May 2018
2.0	October 2020	Maurizio Scozzafava	ISO 27001 2013 Overhaul	K2 Board	October 2020
3.0	October 2022	Maurizio Scozzafava	Overhaul Review ISO27001	K2 Board	October 2022
4.0	November 2023	Maurizio Scozzafava	Overhaul Review ISO27001	K2 Board	November 2023