

FINNAIR GROUP SUPPLIER CODE OF CONDUCT

1. INTRODUCTION

Finnair Plc and all Finnair Group companies (collectively "Finnair") want to be an attractive business partner and enable customers to place their trust in Finnair. Finnair is committed to ensuring that its procurement practices are transparent, fair and responsible and uphold high standards of integrity.

Finnair has been a signatory of the United Nations Global Compact (UNGC) since 2013 and is committed to actively promoting the 10 UNGC fundamental principles addressing human rights, labour, the environment and anti-corruption. Finnair Supplier Code of Conduct (the "Code") is based on these principles. Finnair expects its suppliers (the "Supplier") to conform to the requirements of this Code in providing goods and services to Finnair, as well as in dealings with their own employees, supply chain and other third parties, such as governmental officials. The Supplier shall carry forward the Code or similar principles to its own suppliers.

2. LEGAL COMPLIANCE

The Supplier shall act in full compliance with applicable local, national and international laws and regulations in all locations where the Supplier conducts its business. In addition to complying with applicable laws and regulations, the Supplier is expected to act in accordance with high standards of business ethics and this Code.

3. RESPONSIBLE BUSINESS PRACTICES

3.1 *Anti-corruption and anti-bribery*

Finnair expects the Supplier to have zero tolerance towards bribery and corruption.

The Supplier shall ensure that its directors, employees and third parties acting on its behalf do not offer, promise, give or accept any bribes, or make or accept improper payments to obtain new business, retain existing business, or secure any other improper advantage. In particular, the Supplier shall not engage in any form of bribery or kickback scheme or otherwise offer any incentive to Finnair employees or their family or friends in order to obtain or retain any business.

Customary and reasonable corporate hospitality and small promotional gifts may be permitted, provided that they are given in compliance with applicable laws and Finnair policies. The Supplier shall not provide any hospitality, gifts or expenses to a Finnair employee in a situation in which it might influence, or appear to influence, the employee's

decision-making in relation to the Supplier, e.g. in connection with an open tender. Any hospitality or gifts offered must be reasonable to their scope, value and frequency, and in line with accepted local business customs. Cash or equivalent, such as gift cards, can never be offered.

3.2 *Conflicts of Interest*

The Supplier is required to avoid situations where there is a conflict of interest between the Supplier and Finnair, including interactions with Finnair employees that could create a conflict of interest with the employee's duty to act in the best interest of Finnair. The Supplier shall disclose to Finnair all conflicts of interest, or situations giving the appearance of a conflict of interest, in its relationship with Finnair.

3.3 *Use of Finnair's property and information*

The Supplier may use Finnair's assets for legal business purposes only and the Supplier must protect Finnair's assets, including physical property, financial assets, information and personal data as well as intellectual property with appropriate safeguards.

The Supplier may receive Finnair's confidential information only as authorised by a confidentiality or non-disclosure agreement and must comply with their obligations not to disclose the confidential information, not to use the information except as permitted by the agreement, and to protect the confidential information from misuse or unauthorised disclosure.

Finnair prohibits the Supplier's use of Finnair's name or logo for any purpose without express written authorisation. This includes, but is not limited to: public announcements, press releases and media activity, advertising, endorsements, customer or client listings and photographs of Finnair and its companies' aircraft, buildings, equipment and branded products in the Supplier's publications.

4. LABOUR AND HUMAN RIGHTS

4.1 *Human rights*

The Supplier conducts its business in a manner that supports and respects the protection of internationally proclaimed human rights and the Supplier should make sure that they are not complicit in human rights abuses.

4.2 Child or forced labour

The Supplier shall not use any form of forced labour. The Supplier is prohibited from using workers under the minimum legal age of employment in the jurisdiction where work is performed on behalf of Finnair. If local law does not specify a minimum working age, the minimum age of employment shall be 15 years or the age of completion of compulsory education, whichever is higher. However, no person under the age of 18 shall undertake hazardous work that would likely to jeopardize physical, mental or moral health, safety and development of the person.

4.3 Respect and dignity

The Supplier shall treat their employees with respect and dignity. The Supplier shall not accept any form of harassment, violence or verbal abuse of its employees. The Supplier must not discriminate against employees in hiring, promotion or salary based on race, colour, gender, religion, national or ethnic origin, age, sexual orientation, parental or marital status etc. The Supplier is expected to support diversity and equal opportunity in their workplaces.

4.4 Freedom of association

The Supplier shall grant its employees' the right to freedom of association and collective bargaining as permitted by and in accordance with applicable labour laws. The Supplier's hiring practices must include verification of workers' legal right to work in the country and ensure that all mandatory documents, such as work permits, are available. In addition, a written contract should be made available to each worker that clearly communicates the conditions of employment in a language understood by the employee.

4.5 Wages and benefits

The Supplier shall make sure that compensation paid to its employees complies with applicable labour laws, including minimum wage laws, overtime wages and mandatory benefits.

4.6 Health and safety

The Supplier shall provide to its people a safe and healthy working environment in compliance with all applicable laws and regulations. The Supplier shall ensure that appropriate health and safety information is provided to its employees, sub-suppliers and contractors and that relevant

training and protective equipment is provided. The Supplier shall also comply with any additional safety requirements provided in the agreement with Finnair.

The Supplier shall, where appropriate, also have safety policies in place to support accident prevention, emergency response plans and minimising of health risk exposures.

5. ENVIRONMENT

5.1 Environmental responsibility

Finnair expects the Supplier to support a precautionary approach to environmental challenges and undertake initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies. The Supplier should seek to minimise its impact on the environment and be aware of potential adverse effects on natural resources and the community.

The Supplier should consider the climate impact of its operations and seek for possibilities to implement the principles of the circular economy in its operations. The Supplier should undertake greenhouse gas reduction measures where reasonable and strive to reduce waste to the extent possible.

The Supplier is encouraged to engage in an active and open dialogue with its stakeholders on environmental and energy efficiency issues, goals and achievements related to its operations. The Supplier is encouraged to determine the carbon footprint of its products and services.

5.2 Wildlife trafficking

Finnair expects the Supplier to have zero tolerance towards illegal wildlife trafficking.

6. MONITORING AND COMPLIANCE

The Supplier is expected to have in place management practices that ensure that it complies with applicable laws and regulations, and identifies and reduces risks related to principles of this Code. Accordingly, the Supplier must ensure that documentation is retained to demonstrate compliance with the Code. Any material non-compliance with this Code shall be reported to Finnair, primarily to Your contact at Finnair Procurement, or alternatively to Finnair

Compliance at compliance@finnair.com. Finnair also enables anonymous reporting of misconduct or violations through [Finnair Ethics Helpline, accessed at Finnair's website](#).

Finnair may request from the Supplier information regarding topics covered by this Code and reserves the right to audit the Supplier's activities strictly relevant for this Code, either by itself or by an accredited third-party auditor (who is not a competitor of the Supplier), as well as review and verify implementation of corrective actions throughout the supply chain.

Should the Supplier have, in the reasonable opinion of Finnair, materially violated this Code, it is considered a material breach of the agreement.

Acknowledged and approved

SUPPLIER COMPANY:

SIGNATURE:

PRINTED NAME AND TITLE:

DATE:
