

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 expects its suppliers (the "Supplier") to conform to the requirements of this Finnair Supplier Code of Conduct (the "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.

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, Finnair Suppliers are 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 Suppliers 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. Finnair Suppliers are 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 Suppliers 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

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 by energy conservation, recycling and appropriate disposal of waste. The Supplier shall strive to reduce waste to the extent possible. The Supplier is encouraged to determine the carbon footprint of its products.

6. MONITORING AND COMPLIANCE

Suppliers are expected to have in place management practices that ensure they comply with applicable laws and regulations, and identify and reduce 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 may request from the Supplier information regarding topics covered by this Code and reserves the right to audit the Supplier's activities relevant for this Code, either by itself or by an accredited third-party auditor, as well as review and verify implementation of corrective action throughout the supply chain.

Should the Supplier have, in the reasonable opinion of Finnair, materially violated this Code, Finnair is entitled to terminate the agreement with the Supplier with immediate effect.

Acknowledged and approved

PLACE..... DATE.....

SUPPLIER COMPANY

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SIGNED BY

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PRINTED NAME AND TITLE

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