

General Terms and Conditions for Works and/or Services



1. Scope of Application

1.1 These General Terms and Conditions (hereafter "**adelphi's GTaC**") shall apply to all contracts awarded by adelphi consult GmbH, Alt-Moabit 91, 10559 Berlin (hereafter "**adelphi**") concerning the production of works or the provision of services (hereafter "**Contract**") the performance of which is entrusted to the Contractor (hereafter "**Contractor**" or jointly with adelphi "**Parties**").

1.2 General terms and conditions of the Contractor shall not apply unless adelphi has given its prior and express consent to their applicability. This shall also apply if terms and conditions of the Contractor are attached in contractual documents or reference is made to them, and/or if adelphi accepts or pays invoices or deliveries without any reservation, in the knowledge of contrary or differing conditions of the Contractor.

2. Performance, Reporting Requirements, Timeframes and Deadlines

2.1 The Contractor shall perform in accordance with the Contract including appendices and adelphi's GTaC. In the event of an inconsistency, the provisions of the Contract take precedence.

2.2 The Contractor shall not be authorized to act as an agent of adelphi towards third parties, in particular not to conduct negotiations or make declarations of intent with effect for or against adelphi. Exceptions require adelphi' prior written consent.

2.3 Whenever so requested, the Contractor shall update adelphi on the progress of the performances and the remuneration due so far (including reimbursable expenses), in text form.

2.4 The Contractor shall adhere to the contractual timeframe and/or deadlines for carrying out the performances. If the Contractor recognizes that it is unable to adhere to the agreed timeframe and/or deadlines, it shall immediately inform adelphi, stating the reasons for the delay. At the same time, it shall suggest a new, reasonable completion deadline. Timeframes and/or deadlines may, however, only be altered with adelphi's express consent. Any claims by adelphi on account of the delay shall be unaffected by such consent.

2.5 If the performance of the contract is temporarily prevented in whole or in part due to force majeure, due to a health related hindrance of the Contractor as proven by a medical certificate, official measures or due to disturbances of public safety and order caused by third parties, adelphi is entitled to demand the performance of the Contract after the hindrance has ceased. Section 616 of the German Civil Code shall not apply. If the reason for the Contractor's inability to perform continues for a period of four weeks, the Contractor is obliged to recommend an adequate replacement to adelphi. Prevention from performing the Contract for at least four weeks counts as a good cause within the meaning of Clause 6.2 of adelphi's GTaC.

2.6 The Parties shall mutually agree upon any modifications to the performances as requested by adelphi.

3. Remuneration, Travel Expenses, Payment Terms

3.1 The amount of the Contractor's remuneration depends on the agreements between the Parties.

3.2 Unless the Contract contains agreements to the contrary, the Contractor's travel expenses shall not be reimbursed. Any travel expenses in excess of any

agreed amount shall only be reimbursed in individual cases with adelphi's prior, express consent.

3.3 When invoicing, the Contractor shall particularly mention the internal reference number of the Contract, state the contact person at adelphi and list the works and/or services it has provided.

3.4 The remuneration shall be paid within 30 days following receipt of the respective invoice and performance and/or, within the scope of application of Clause 7 of adelphi's GTaC, following acceptance of works and/or services by adelphi.

3.5 Each Party shall be responsible for paying the fees of its own bank institute.

3.6 All claims of the Contractor against adelphi under the Contract are fulfilled upon payment of the remuneration and (where applicable) agreed travel expenses.

4. Subcontracts

4.1 The Contractor may only make use of third parties for the performance of the Contract (hereafter "**Subcontractor**") with adelphi's prior, express permission in each individual case. adelphi will refuse its permission if its legitimate interests are impaired. In particular, adelphi's legitimate interests are impaired if the Subcontractor commissioned by the Contractor do not possess the necessary qualifications and professional experience required for the efficient and successful provision of the contractually agreed performances. The Contractor shall provide proof of the qualifications of any Subcontractor if requested. The selection of any Subcontractor shall be based on competitive principles. The Contractor stays responsible for the proper performance of the Contract.

4.2 Any subcontract shall have written from. The Contractor shall require any Subcontractor to comply with adelphi's GTaC. Without prejudice to Clause 5 of adelphi's GTaC, any subcontract shall enable adelphi to instruct the Subcontractor in the same way as the Contractor itself. Upon request of adelphi, the Contractor shall provide proof that it has complied with these requirements.

4.3 adelphi may request replacement of Subcontractors that repeatedly fail to meet quality expectations.

4.4 If adelphi has concluded a Main Contract with a Client, the Client may request replacement of Subcontractors.

5. Special Provisions for Natural Persons

5.1 If the Contractor is a natural person, he/she is not subject to adelphi's instructions referring to the provision of his/her performances. The Contractor has full discretion in the allocation of his/her time and the choice of location for his/her activity, provided the period within which the Contractor is required to perform the commissioned performance and the location of the activity are not set forth in the agreements of the Contract.

5.2 If adelphi has a statutory obligation to retain a portion of the remuneration, e.g. for the purposes of taxation of persons with limited tax liability who are providing an artistic service, entertainment services or similar services or the Contract is focused on transfer of rights (§§ 49, 50a German Income Tax Act), adelphi shall be entitled to deduct the portion of the remuneration stipulated by law and pay it to the appropriate body. In this case, adelphi shall duly inform the Contractor. If adelphi becomes aware of this obligation at a later date, the Contractor shall be obliged to immediately reimburse the portion to be withheld. The Contractor will cooperate to the extent necessary with an application by adelphi for exemption from the withholding obligation and issue the necessary statements.

6. Contract Period, Termination

6.1 Agreed contract periods, if any, are set forth in the Contract. If no such agreements have been made, a notice period of one month to the end of the month applies to contracts for services.

6.2 The option to terminate for good cause remains unaffected. Good cause exists if, taking account of all the circumstances of the individual case and considering the interests of the Parties involved, the continuation of the contractual relationship until the end of the agreed contract period is unreasonable. In particular, adelphi shall have a right of extraordinary termination if the Contractor commits a gross breach of contractual duties and such breach is not terminated within a reasonable period, despite adelphi's request to that effect. A written warning or the setting of a deadline is not necessary if the severity of the breach of

duty is such that it appears unreasonable to continue the contractual relationship, a successful outcome is unlikely or immediate termination seems justified, considering the interests of the Parties involved.

6.3 The termination of the Contract does not affect the rights granted to adelphi. Rights of use (where applicable) of the Contractor shall end at the latest when the Contract ends.

6.4 The termination notice must be in writing.

6.5 If the Parties have agreed upon the delivery of several, divisible services and/or works, adelphi may also declare the partial termination of the Contract in respect to individual work and/or service. The Contractor's duty to provide the other works and services shall remain unaffected.

7. Interim Inspection, Acceptance

7.1 If the Contractor is (also) required to produce a work, i.e. in particular the provision of a specified deliverable, it shall present the deliverable in question to adelphi for inspection upon its completion. adelphi shall inspect the work once it has been provided for its compliance with the contract.

7.2 If adelphi does not identify any defects affecting the respective Contractor's work, which preclude acceptance of same, adelphi shall indicate its acceptance of the deliverable concerned within three weeks or explain in written form the reasons precluding acceptance.

7.3 If the Contractor is required to produce various deliverables with a contractually agreed or presumed interaction, each deliverable shall initially be subjected to a merely provisional interim inspection. The acceptance inspection shall take place only upon provision of the final deliverable and shall take also into account the interaction of the respective deliverables.

7.4 If discrepancies from the performance specification or other defects are identified when the inspections are made, the Contractor shall be obliged to rectify them within a reasonable period, which may eventually be specified by adelphi. The Contractor shall provide the deliverables, free from defects, for a repeated inspection no later than at the end of the rectification period.

7.5 If defects have not been rectified or new defects arise during that inspection, the foregoing provision shall duly apply. If adelphi is entitled to refuse acceptance even after the second attempt at rectification, adelphi may assert its statutory rights or demand further rectification(s) pursuant to the foregoing provisions.

7.6 If adelphi has concluded a Main Contract with a Client and has subcontracted the contractual performances to the Contractor, adelphi shall be entitled to await the outcome of the appropriate inspection by the main contractor before inspecting and approving the work completed by the Contractor.

8. Warranty for Defects

8.1 For performances under a work contract, the Contractor has a duty to deliver its performances free from defects in quality or title.

8.2 Should any defects arise affecting the performances during the warranty period, adelphi may, at its discretion, demand rectification of the defects or replacement. If the defect has not been rectified even after a reasonable period has been set, adelphi may assert its statutory rights or demand further rectification(s) pursuant to the foregoing provisions.

8.3 If a defect affecting a performance also affects a performance previously provided by the Contractor under the Contract, at adelphi's request the defect affecting such previous performance shall also be rectified, even if the warranty period for this defect has already expired.

8.4 In the event that adelphi has a legal duty to give notification of defects, the Parties agree that such notification shall always be timely if made within 12 working days.

8.5 As for the rest, the statutory warranty regulations for work contracts shall apply.

9. Liability

9.1 adelphi shall be liable without limitation in accordance with the statutory provisions for damages suffered by the Contractor as a consequence of intentional or grossly negligent behavior by adelphi or its agents and for personal injury and damages under German product liability law.

9.2 Otherwise, adelphi's liability for compensation claims - regardless of their legal basis - is limited in accordance with the following provisions, unless a warranty assumed by adelphi provides to the contrary:

9.2.1 for damages caused by slight negligence, adelphi shall be liable only to the extent to which said damages are the result of a breach of material contractual duties (hereafter "Cardinal Duties"). Cardinal Duties are contractual duties whose compliance is required for a proper implementation of the Contract and upon whose compliance the Contractor could rely on. To the extent to which adelphi is liable for slight negligence on this basis, its liability is limited to the damage that is typically to be expected.

9.2.2 adelphi's liability for slight negligent damage due to delay is also limited to the damage that is typically to be expected.

9.3 The provisions of the foregoing sentences also apply by analogy to a limitation of the liability to pay compensation for wasted efforts (Section 284 German Civil Code).

9.4 The above limitations of liability shall also apply in favor of vicarious agents of adelphi.

10. Documents, Return

10.1 The Contractor undertakes to keep all objects and documents given to it by adelphi or affiliated companies (in particular written documents, drawings, documents, files, notes, letters, notices, own records), that it has received or produced itself in connection with the performance of the Contract, including all copies or other reproductions thereof, in a sufficiently careful manner as to prevent them falling into the hands of unauthorized third parties. This also applies by analogy to data and data sets stored electronically.

10.2 No duplicates, photocopies, copies, files or other reproductions - regardless of the medium on which they are stored - may be made of any of the aforementioned objects and documents to which the Contractor was given access in the performance of the Contract, without adelphi's permission.

10.3 All the aforementioned objects and documents, including all copies or other reproductions thereof, shall be returned in their entirety whenever so requested by adelphi, no later than upon the termination of the Contract. This also applies by analogy to data stored electronically. The Contractor undertakes not to retain any copies and files of these documents on any medium whatsoever, such as USB sticks, CD-ROMs or on paper.

11. Copyright and other Property Rights

11.1 The Contractor grants adelphi the exclusive rights of use and exploitation, without restriction in time, location or content, to all and any copyrightable works created by the Contractor as part of its performance of the Contract. The said rights of use and exploitation are conferred at the time of creation of the aforementioned property rights or, in the case of yet unknown forms of use, when such forms become known.

11.2 The granting of the rights of use and exploitation is compensated in full upon payment of the agreed remuneration. Sections 32a, 32c of the German Copyright Act are unaffected.

11.3 adelphi is entitled to any trademark, design and utility model rights as well as other property rights to the works achieved by the Contractor as part of its performance of the Contract.

11.4 The granting of the rights of use and exploitation pursuant to Clause 11.1 of adelphi's GTaC also includes, in particular, the right to modify and utilize any modified works, to grant rights of use to third parties, as well as any other form of commercial use and exploitation of the aforementioned property rights. The granting of rights thus includes, but is not limited to, adelphi's right to use the works in Germany and abroad, in physical and non-physical form - for consideration or gratuitously - and to publicly distribute them, reproduce them, disseminate them, record them in digital or analogue form on image, data and sound media of all kinds and to itself reproduce and disseminate them. The

granting of rights includes, in particular, the right to utilize the work interactively by electronic means on all currently known means of transmission such as cable, satellite, all wireless transmission systems of any kind and in all standards.

11.5 The Contractor furthermore grants adelphi the right to transfer the copyrighted rights of use and exploitation to third parties and to grant sublicenses.

11.6 The Contractor expressly waives all other rights to works to which it is entitled as the author or other owner of property rights, in particular the right to be named and to access the work.

11.7 The Contractor is only entitled to publish, transmit to third parties or otherwise exploit the works or partial works of its performances with the prior, express permission of adelphi.

11.8 The Contractor warrants that its works are free of third-party rights.

12. Confidentiality

12.1 The Contractor shall be obliged to treat as confidential all information (both physical and non-physical) provided to it by adelphi and shall not disclose or divulge such information to third parties and shall use such information solely for the purposes of performing the contractual duties. This does not apply to information published by adelphi, information that became public knowledge without a breach of duties under the Contract, or information received by the Contractor through another channel outside the scope of the duty of confidentiality or independently developed by the Contractor.

12.2 The obligation pursuant to Clause 12.1 of adelphi's GTaC applies in particular but not exclusively to circumstances or information about business processes, business results, know-how or personal data.

12.3 The obligation pursuant to Clause 12.1 of adelphi's GTaC applies for a period of three years after the end of the Contract, the last Call-Off or receipt of the last confidential information, depending upon which condition occurs last.

12.4 The Contractor undertakes to impose the obligation pursuant to Clause 12.1 of adelphi's GTaC upon employees, representatives, agents, subcontractors or other third parties engaged in the performance of the Contract.

12.5 Separately concluded confidentiality agreements or statutory confidentiality obligations remain unaffected by the obligation pursuant to Clause 12.1 of adelphi's GTaC.

13. Data Protection

13.1 The Contractor shall protect and process all personal data in accordance with the General Data Protection Regulation (GDPR) and the applicable national data protection laws while performing the Contract.

13.2. The Contractor may only process personal data within the scope of the contractually agreed purposes. Any further processing requires the prior written consent of adelphi.

13.3 The Contractor shall apply appropriate technical and organisational measures to protect the data from unauthorised access, loss or destruction.

13.4 The Contractor shall inform adelphi without culpable delay of any breach of the protection of personal data that occurs in connection with the performance of the Contract.

13.5 The use of sub-processors by the Contractor requires the prior consent of adelphi. The Contractor shall ensure that sub-processors also comply with the obligations of the General Data Protection Regulation (GDPR) and the applicable national data protection laws.

13.6 After termination of the Contract or at adelphi's request, the Contractor shall immediately delete all personal data that has been processed within the scope of the Contract, unless there is a legal obligation to retain such data.

13.7 The Contractor shall oblige all employees and Subcontractors who may have access to personal data to keep these confidential.

14. Indemnification

14.1 In the event that claims are brought against adelphi on the basis of or in connection with the rights of third parties or the breach of the Contract, the Contractor shall indemnify and hold adelphi and its managing directors harmless from, and defend it/them against, any resulting claims and expenditure (including reasonable legal costs). adelphi shall inform the Contractor immediately if a claim is made on it. adelphi may decide at its discretion whether it will handle the defence itself or entrust the defence to the Contractor at its own expense. Costs shall be deemed as reasonable if they comply with the with the standard rates of the German Lawyers' Fees Act (RVG).

14.2 adelphi shall inform the Contractor without culpable delay in the event of a claim brought forward and provide all information relevant for the defence. adelphi reserves the right to decide whether to take over the defence itself or to transfer it to the Contractor at the latter's expense. In any case, the Parties shall agree on the strategy in advance.

14.3 The parties shall work together in good faith to find a fair solution if the obligation to indemnify seems disproportionate in a specific case.

15. References

15.1 The Parties shall be entitled to include each other in their list of references.

15.2 If the Contractor wishes to advertise with individual projects on which it worked for adelphi, adelphi's prior consent is required in each individual case.

16. Insurances

The Contractor is aware that no health and long-term care insurance claims can be brought against adelphi in the event of illness or accident. The Contractor shall be responsible for protecting itself against these risks, e.g. by taking out appropriate insurances. In the event of travelling as part of the project to countries that have already been issued with a travel warning by the German Federal Foreign Office work, the Contractor shall travel at his own risk and shall indemnify adelphi against any possible claims arising from the travel activity.

17. Code of Conduct

The Contractor is obliged to apply adelphi's Code of Conduct while performing the Contract. adelphi's Code of Conduct is attached to adelphi's GTaC as an appendix.

18. Place of Performance, Choice of Law, Place of Jurisdiction

18.1 The place of performance is Berlin.

18.2 The Contract and the legal relationships arising from it shall be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

18.3 The exclusive place of jurisdiction for all disputes arising from or connected with the Contract shall be Berlin. This shall apply only with respect to merchants and/or if the Contractor has no general place of jurisdiction in Germany, relocates its domicile or habitual place of residence from Germany after the Contract is concluded or its domicile or habitual place of residence is not known at the time the legal action is brought.

19. Final Provisions

19.1 In the event of disagreements, the Parties shall always seek to communicate with the aim of an amicable solution before taking judicial measures, taking due account of the agreements made in the Contract.

19.2 There are no verbal subsidiary agreements. Amendments or additions to the Contract including adelphi's GTaC must be in writing in order to be valid. The same applies to a waiver of the written form requirement.

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Preamble

adelphi consult GmbH (hereafter “**adelphi**”) is the leading independent think-and-do tank in Europe for climate, environment and development. We are some 300 strategists, thought leaders and practitioners working at the local and global levels to find solutions to the most urgent political, economic and social challenges of our time. As a policy consultancy, we support a just transition towards carbon neutrality and sustainable, liveable societies. Our work is grounded in transdisciplinary research, evidence-based consulting and stakeholder dialogues. With these tools we shape policy agendas, facilitate political communication, inform policy processes and support decision-makers.

This Code of Conduct (hereafter “**Code**”) is a testimony to our commitment to an ethical, lawful and responsible conduct and is based on the key values and principles that we at adelphi adheres to under all its activities and actions. All

business is handled in accordance with this Code as it is ensuring adelphi’s integrity, honesty, quality and social responsibility.

§ 1 Scope of Application

All employees of adelphi (hereafter “**Employees**”) must apply the Code wherever and whenever they operate. In addition, the Code applies to all external service providers when acting on behalf of adelphi, including – but not limited to – project consortium partners, subcontractors, associates and other external experts (hereafter “**Partners**”).

All Employees and Partners are introduced to the Code as part of their onboarding or in preparation of a contract conclusion. The Code is available on adelphi’s intranet. A regular training for all Employees supports the implementation of the Code.

§ 2 Values and Principles

adelphi’s Code is based on universal values and principles that all Employees and Partners should adhere to, including:

- [The Universal Declaration of Human Rights \(UDHR\)](#)
- [The United Nations Global Compact](#)
- [The ILO Declaration on Fundamental Principles and Rights at Work](#)
- [The United Nations Convention on the Rights of the Child \(UNCRC\)](#)

- [The Convention on the Elimination of all Forms of Discrimination Against Women \(CEDAW\)](#)
- [The International Convention on the Elimination of All Forms of Racial Discrimination \(ICERD\)](#)

It is also based on the following standards safeguarding the quality of our work according to the international state of the art:

- National ([DeGEval](#)) and international ([OECD DAC](#)) guidance for evaluations
- [DFG Guidelines for Safeguarding Good Research Practice](#)
- [The Core Humanitarian Standard on Quality and Accountability \(CHS\)](#)

§ 3 Partnership/Third Parties

adelphi's relationship with Partners, third parties and the public fundamentally rests on trust and goodwill. Only by continuing our commitment to these principles can we secure the trust, acceptance, and goodwill of our Partners and clients in the long term. The success of adelphi is the result of the joint efforts of all Employees and Partners in carrying out their responsibilities in an ethical manner. In doing so, Employees and Partners commit to:

- complying with adelphi's contractual rights and obligations and other commitments;
- performing activities in compliance with all applicable policies, procedures, laws and regulatory requirements;
- maintaining the integrity and reputation of adelphi by protecting confidential and proprietary information that becomes known to an Employee in the course of employment;
- promoting and selling adelphi's services in a responsible and lawful manner;

- avoiding placing a public official in a compromising position or impairing a public official's judgment through gifts or compensation;
- ensuring the proper use of adelphi's electronic communication systems, including social media.

§ 4 Discrimination

adelphi is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, adelphi expects that all relationships among Employees and Partners will be business-like and free of explicit bias, prejudice and harassment. adelphi ensures equal employment opportunity without discrimination or harassment based on race, colour, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

Contact:

- workscouncil@adelphi.de

§ 5 Sexual Harassment

As an employer, adelphi is firmly opposed to any form of sexual harassment in the workplace. Likewise, we will not tolerate sexual harassment of our staff or Partners from outside the company. All Employees and Partners are made aware of and commit to following adelphi's internal policy "Preventing and Addressing Sexual Harassment", which also details the applicable process and complaints procedure.

Contact:

- hr@adelphi.de

- workscouncil@adelphi.de

§ 6 Safeguarding of Vulnerable Groups

Special care will be taken by Employees and Partners when working with children or vulnerable adults to protect them from harm and ensure that their privacy rights are respected. Specific measures, including definition of responsibilities and respective contact points will be incorporated in any project where work involving these groups is foreseen.

Contact:

- compliance@adelphi.de
- workscouncil@adelphi.de

§ 7 Business Integrity and Preventing Corruption

(1) Gifts& Bribery

Compliance with anti-bribery and corruption laws around the world is not just a legal requirement; it reflects adelphi's determination to act with the highest level of integrity and honesty. adelphi prohibits any form of bribery or corruption. In particular, adelphi requires that Employees and Partners:

- do not offer anything to anyone as a bribe or engage in any act of bribery or offer or give any unusual or unauthorized payment or inducement of any kind in the course of business;
- do not acquire business in which a bribe, unofficial payment or inducement is offered to customers, potential customers or third parties;
- reject and report any offer of bribery or unusual payment offered in the course of business;
- do not use any funds or assets of adelphi's or otherwise for any illegal, improper or unethical purpose;

- do not pay bribes.

Hospitality, such as lunches or dinners, can be and often are a normal and customary business attentions. However, any lavish or excessive hospitality or entertainment should be avoided (whether adelphi receives or provides it). If there is a legitimate business reason for such hospitality, it must be approved in advance by the line manager. Even modest gifts may be considered a bribe or inducement under applicable law. Employees and Partners may accept and give gifts, but only of nominal value of maximum 35 EUR. Employees and Partners should politely decline or return gifts of greater than nominal value. If Employees receive a gift of greater than nominal value and are not sure how to proceed, they are required to contact their line manager as soon as possible. In any case, the handling of gifts or hospitality should not conflict with the law, the client's policies, or local customs.

Any monetary payments or other provision of consideration must be fully accounted for with supporting documentation. It is prohibited to offer, promise or give any funds, assets or other consideration to any public official, political party or candidate for political office for the purpose of soliciting or continuing business or for the purpose of influencing the business climate to adelphi's advantage. Furthermore, it is prohibited to use assets or other consideration as a contribution or loan, directly or indirectly, to a political party, officeholder, or candidate. adelphi also expects each Employee and Partner who deals with public officials to act in an honest and prudent manner.

Contact:

- compliance@adelphi.de
- workscouncil@adelphi.de

(2) Conflict of Interest

A conflict of interest begins when the risk of influence exists, and not only when such influence has actually taken place. Interests do not have to be of a material or specifically financial nature, they can also be of a non-material nature.

This can include:

- any involvement with a client or any third party related to the subject matter of a project contract;
- previous or ongoing professional activities affecting adelphi's capacity to perform a contract to an appropriate quality standard;
- private life and family, political or national affinity.

Each Employee and Partner shall perform their duties in a manner that avoids actual or potential conflicts between personal or third-party interests and the interests of adelphi. This affects various business areas, for instance: contracting, acquisition, project management and recruitment. Some examples of potential or actual conflict of interests are provided below:

- Close family members, friends and acquaintances who are given preference in the adelphi recruitment processes;
- Other commercial and non-commercial activities that conflict with the Employee's role at adelphi or adelphi's core values and principles;
- Procurement processes for goods or services that prioritise offers by family members, friends or acquaintances;
- Use of confidential internal information for personal gain.

Contact:

- compliance@adelphi.de
- workscouncil@adelphi.de

§ 8 Confidentiality

Employees and Partners acknowledge that, in the course of their employment/assignment with adelphi, they have access to confidential and proprietary information belonging to adelphi, customers, potential customers and business Partners. This information may be of various types, including data stored

in databases, email messages and attachments, research tests and results, client lists and details about clients' assets, business operations, personally identifiable information, recommendations and other content in reports, and internal documents that relate to adelphi's business approach, strategy and organisational structure.

Regardless of how such information is created, communicated, or stored, all Employees and Partners are responsible for safeguarding it against unauthorised disclosure, preventing its improper destruction or modification, notifying adelphi in the event of unlawful appropriation or unauthorised access or use of information, and complying with all applicable legal, regulatory and contractual requirements regarding the use and handling of information. Confidential and proprietary information may not be employed for personal use, reproduced or unlawfully taken. It may also never be discussed outside the organisation or made available to outside persons without the express permission of adelphi.

Further, Employees and Partners shall not copy, retain, access, share or otherwise handle such information after termination of employment with adelphi. All confidential and proprietary information, including information stored on non-adelphi owned media, networks or storage locations, must be returned prior to the end of employment.

Contact:

privacy@adelphi.de

§ 9 Environmental Management

Environmental management is an integral part of adelphi's corporate philosophy. adelphi's environmental management system complies with the Eco Management and Audit Scheme (EMAS) requirements and is steered by our environmental management officer. adelphi thus implements measures that go beyond minimum legal requirements. We are committed to minimising the environmental impact of our actions by:

- reducing energy consumption at the workplace;
- purchasing of green electricity (use of 100% renewable energy sources);
- reducing the number of business trips and compensating for the resulting emissions;
- procuring of office materials that are as environmentally friendly as possible;
- avoiding waste;
- reusing resources or disposing of them in an environmentally friendly way;
- supporting CO2 reduction projects to offset our unavoidable CO2 emissions from travel, electricity consumption and heating.

The EMAS requirements are the basis for key company processes and regulations including procurement, disposal, IT, travel management, use of resources etc. In its procurement, adelphi gives preference to durable and recyclable or reusable products and prioritises products with labels that certify decent working conditions during production (Procurement Guidelines). Catering at events include an appropriate range of vegetarian, regional and seasonal food as well as organically produced and fair-trade food (Event / Workshop Guidelines). All guidelines can be found on adelphi's intranet and are updated annually.

Employees and Partners are obliged to contribute to the above-mentioned actions to further reduce our environmental impact.

Contact:

- sust@adelphi.de

§ 10 Violations

Violations of the Code may result in disciplinary action, up to and including dismissal of the involved persons in accordance with adelphi's policies. If an Employee or a Partner becomes aware of wrongdoing in the course of their work, they must report it to the contact persons listed in the sections above. Third parties

are equally strongly encouraged to report violations to the above-mentioned contacts. In addition, adelphi operates a whistleblower system that allows anonymized reports for Employees. Other persons have the option of contacting an external whistleblowing office. The information disclosed in reports will be handled confidentially and sensitively. Unless adelphi is expressly required to prosecute violators or investigate violations by law, the information disclosed in reports will not be disclosed to any other person but the officer in charge without the prior written consent of the reporting person. Furthermore, all reports made in accordance with this policy will be documented, reviewed and investigated, even if made anonymously. To the extent that an Employee makes a report that is not substantiated by the subsequent investigation, adelphi will not take disciplinary or other action against them, provided that the person has not acted in any way unlawfully or improperly with respect to the report.

Contact:

- compliance@adelphi.de
- workscouncil@adelphi.de