

Supplier Code of Conduct

Guidance for suppliers (“Suppliers”) to the TUI Group (“TUI”)

I. Scope

“TUI Group” means TUI AG and all companies majority-owned, directly or indirectly, by TUI AG, whether domestic or foreign, and of any other shareholdings, where management control directly or indirectly lies with TUI AG (“**Managed Group Companies**”) and includes Joint Ventures, even if management control does not lie with TUI AG (“**Non-Managed Group Companies**”).

All Suppliers need to comply with this Supplier Code of Conduct. “Suppliers” are all contractual partners of TUI Group. This includes but is not limited to employees seconded by third party service providers of TUI Group, consultants, whether or not in full or part-time, seasonal, temporary or permanent capacity and all other persons engaged to conduct business on behalf of a TUI Group company.

II. TUI’s commitment

TUI is proud to be a major tourism company. Our great story of growth and success is achieved alongside you, our business partners - just as we are proud to be part of your success. As we continue our joint growth and success story, we want to be not only proud of our achievements, but also of how we achieve success.

TUI is committed to sustainable, ethical business in compliance with applicable laws, conventions and regulations. Maintaining integrity in dealings with workers, business partners, shareholders and the general public is an indispensable part of the TUI culture and essential to maintaining high morale and producing fair, reliable and innovative products and services. TUI adheres to the Integrity Passport, the TUI Code of Conduct as well as policies orienting our own daily activities and actions. TUI seeks to support efforts to protect human rights and strives to develop appropriate, environmentally and socially sustainable chains of responsibility and response mechanisms within our sphere of influence.

We expect our Suppliers to integrate the principles described hereinafter into a continual improvement approach that advances performance over time.

TUI is a signatory of the United Nations Global Compact’s ten universally accepted principles in the areas of human rights, labor, environment and anti-corruption. We have also signed the United Nations World Tourism Organization’s (UNWTO) Global Code of Ethics.

III. Scope of Supplier obligations

This Code sets out the standard of ethical conduct, values and principles TUI requires. Suppliers of TUI are to adhere to it when dealing respectively with employees, agents, suppliers, other third parties and customers on TUI’s behalf.

This Supplier Code of Conduct (“this Code”) sets out the minimum standards TUI requires Suppliers and their employees, contractors, agents, subsidiaries and other third parties, to comply with when working on TUI’s behalf. Suppliers to TUI are required to uphold TUI’s principles by: adopting accessible and clear policies and procedures to respect human rights and labour law; supporting local

communities; identifying, addressing and monitoring human rights, preventing and identifying bribery and corruption risks; identifying, addressing and monitoring negative environmental impacts; and introducing/maintaining Quality Assurance and Health and Safety policies and procedures in their businesses where possible. Suppliers have to provide employees with avenues for raising suspected violations of law or other concerns.

Suppliers must communicate the requirements of this Code to their suppliers and implement appropriate measures to ensure their compliance with the requirements set out in this policy throughout their supply chain. To this end, Suppliers need to make reasonable efforts to conclude agreements that are similar or equivalent to this agreement with their own suppliers and subcontractors that supply services or (pre-)products to the service or (pre-)product the supplier delivers to TUI (“sub-suppliers”). If the sub-suppliers do not accept such an agreement, the Supplier needs to document the reasons and continue the effort to conclude an agreement. If, after reasonable effort and time, no agreement can be reached, the Supplier shall consider the option of changing suppliers.

In case of concerns suppliers shall contact the procurement department or raise the concern via TUI’s SpeakUp line [here](#).

IV. Anti-Corruption

When entering into any agreement or collaboration with TUI:

a) Business Integrity

Suppliers shall:

(i) accurately and fully disclose to the TUI entity any requested or relevant information regarding their business activities, structure, financial situation and performance on TUI’s behalf, which may affect the performance of their contract with TUI, in accordance with applicable laws, regulations and industry practices; and

(ii) uphold fair business standards in advertising, sales, and competition when dealing on TUI’s behalf.

b) Prohibition of bribery and corruption

Suppliers shall:

(i) comply with the provisions of the UN Global Compact, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, applicable national anti-corruption regulations and legislation, and international anti-corruption conventions as in force from time to time in so far as such provisions are applicable to the Supplier’s work on TUI’s behalf.

Suppliers shall not:

(i) offer or accept bribes or other means to obtain an undue or improper advantage on behalf of TUI;

(ii) try to influence the making and taking of business decisions through the acceptance or offer of favors, benefits, gifts or other hospitality which is either disproportionate or outside the ordinary course of business; and

(iii) engage in corruption, extortion, or fraud in any form.

V. Working conditions

a) General rights of workers¹

¹ For the terms of this agreement, this includes non-formal forms of employment, subcontractors and self-employed personnel.

Suppliers shall:

- (i) treat workers with dignity and respect as understood and defined by the International Labour Organisation (“ILO”) or applicable law;
- (ii) ensure workers can easily access relevant information on their employee rights; and
- (iii) ensure that third-party agencies providing workers are compliant with the laws of the sending and receiving countries and with this code of conduct, whichever is more stringent in its protection of workers.

b) Prohibition of forced and involuntary labour

Suppliers shall not:

- (i) employ anyone against their will.
- (ii) permit forced labor, engage in or support any form of slavery or human trafficking in their operations. Internationally recognized exemptions apply.² In case of doubt, the ILO indicators are used to determine if a situation constitutes forced labor³.
- (iii) not unreasonably restrict the ability of workers freedom of movement
- (iv) abuse, threats and practices such as retention of passports, immigration documents, work permits or drivers’ licenses and valuable possessions. The requirement of workers to further surrender any government-issued identification, passports, or work permits as a condition of employment is strictly prohibited.
- (v) Require workers to undergo excessive indebted labour: that is, where workers are required to pay a fee in connection with obtaining employment, expenses associated with recruitment, processing, or placement of both direct and contract workers, Suppliers shall be responsible for payment of fees and expenses in excess of an affordable portion of a worker’s salary (a guide being one month of the worker’s anticipated net wages). Fees and costs associated with recruitment and employment must be paid by the employer, not by the worker

Suppliers shall:

- (i) ensure that all work is voluntary and that their employees are free to enter their employment through their own choice and leave work or terminate their employment with reasonable notice, without penalty;
- (ii) ensure that correct visa and working documentation are in place for any recruited workers;
- (iii) ensure that all employees, are provided with employment documents that are freely agreed and which respect their legal and contractual rights prior to starting the job in a language that they understand;
- (iv) promptly inform the appropriate authorities where they reasonably suspect that any individuals associated with their businesses are at risk of human trafficking or similar exploitation.

c) Child labour

Suppliers shall not use child labor. The employment of juveniles who are younger than 18 years of age, shall only be allowed, if:

- (i) they are employed in accordance with applicable national law and regulations or the UN Convention on the Rights of the Child, whichever provides the most protection.
- (iii) children under the age of 15 or under the minimum age for completing mandatory schooling as specified by local laws are not employed. National law exceptions that are in line with respective ILO norms apply.⁴
- (iii) children are not employed to undertake inappropriate work normally undertaken by adults

² Art. 2 (2) of ILO Convention No. 29 and Art. 8b and c of the ICCPR.

³ As described in the official ILO brochure “ILO Indicators of forced labour”, 01/10/2012.

⁴ ILO Convention 138 - Minimum Age Convention, Art. 2(4), Art. 4 – 8.

and there are age-appropriate working conditions for children working within the business.

(iv) children do not perform work likely to jeopardize their health, safety or morals. These forms of work include:

- all forms of slavery or practices similar to slavery,
- the use, procuring or offering of a child to others for illegal activities,
- work that by its nature is likely to harm the health, safety or morals of children, such as work which exposes children to physical, psychological or sexual abuse;

(v) the Supplier monitors employees under the age of 18, their working times and any special working conditions relating to the job that they are undertaking.

d) Child protection from sexual exploitation

Suppliers shall:

(i) implement preventative measures and procedures to ensure that children are protected from sexual exploitation, pornography and all potential forms of abuse;

(ii) be able to demonstrate (for example through policies, training and/or staff communications) how children are protected from tourism-related sexual exploitation or other relevant potential forms of abuse, exploitation and harassment which children could be exposed to by their business;

(iii) train relevant employees on the protection of minors from tourism-related sexual exploitation including how to report incidents to the local authorities; and

(iv) report any incidents and shall raise awareness of any identified risks to child safety involving guests and/or employees on or near the premises to the relevant local authorities.

e) Anti-discrimination

Suppliers shall:

(i) ensure that employees are not discriminated against in hiring practices such as applications for jobs, promotion, reward, access to training and senior positions, job assignments, conditions of employment including wages, benefits, discipline, as well as termination or retirement. Any other discrimination relating to, but not limited to gender, race, age, disability, ethnicity, religion/beliefs, gender identity, country of origin, marital status, health status, , disability, social class, union membership, political views or sexual orientation is prohibited.

(ii) the payment of unequal remuneration for work of equal value

f) Working times and remuneration

Suppliers shall:

(i) ensure that working hours, including procedures to avoid excessive overtime and ensure regular breaks when working comply with applicable national law or industry standards, whichever affords workers the most protection.

(ii) Be able to demonstrate that wages and benefits meet, at a minimum, applicable national legal standards or industry benchmark standards.

(iii) provide as a minimum all legally mandated benefits, vacation time, leave periods, and holidays.

(iv) pay workers in a timely manner and clearly convey the basis on which workers are paid.

(v) not use deductions from wages as a disciplinary measure.

g) Freedom of Association

Suppliers shall respect the rights of their workers and their representatives to freely associate, organize and bargain collectively. Freedom of activity of trade unions is guaranteed in accordance with nationally applicable law. Where national law completely prohibits free trade union activity, strikes or collective bargaining, the supplier must avoid contributing to further restricting freedom of association through its` own behaviour. Suppliers may not discriminate against, harass or intimidate

workers and their representatives for exercising their right to associate, organize and communicate openly with management regarding working conditions.

VI. Health and Safety

Suppliers agree to work with TUI to implement applicable laws, regulations and codes of practice including those relating to hygiene, fire, safety, security of persons, planning and licensing.

a) Health and Safety controls

Alongside any contractual obligations of the Supplier, *Suppliers shall*;

- (i) anticipate, identify, evaluate, and control risk including emergency situations and events;
- (ii) implement emergency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans;
- (iii) provide adequate heat and ventilation;
- (iv) provide appropriate controls where chemical, biological, and physical hazards cannot be eliminated; and
- (v) ensure that any services provided to the TUI customer are safe and fit for purpose.

b) Working conditions

Suppliers shall commit to creating safe working conditions and a healthy work environment for all of their workers and shall:

- (i) ensure that sufficiently high standards of hygiene and sanitation are maintained on their premises;
- (ii) implement work safety guidelines and procedures and educate their workers, agents and contractors accordingly to reduce and prevent accidents and occupational illness;
- (iii) provide workers with clean and safe toilet facilities, access to potable water, and if applicable, sanitary food preparation and storage facilities, as well as ensuring fire and building safety and emergency exit routes;
- (iv) ensure any provided worker living accommodation shall be clean and safe; and
- (v) not discipline workers for raising safety concerns.

c) Safety systems and training

Suppliers shall anticipate, identify, evaluate, and control worker exposure to physically demanding tasks, and shall:

- (i) provide workers with appropriate workplace health and safety information and training in the primary language of the workers;
- (ii) post, in the primary language of its workers, Material Safety Data Sheets for any hazardous or toxic substances used in the workplace;
- (iii) train workers who will come into contact with dangerous conditions in the workplace and provide them with adequate protective equipment;
- (iv) establish procedures and systems to manage, track, and report occupational injury and illness;
- (v) investigate cases and implement corrective actions to eliminate their causes;
- (vi) provide, facilitate or if they cannot provide or facilitate, authorize, allow and not obstruct worker access to necessary medical treatment without delay; and
- (vii) facilitate workers' return to work.

VII. Other human rights obligations including Land Rights

Suppliers shall:

- (i) respect the land rights, including collective and traditional rights, of women, indigenous people, and local communities affected by their operations and sourcing practices and must apply reasonable efforts to ensure that land that they use was not unlawfully evicted.
- (ii) when land, water or forests are used obtain the free, prior and informed consent of affected communities, ensure that participation procedures required by local law are followed and document this process.
- (iii) apply specific measures to minimize the risks of violations of human rights, when contracting or requesting usage of private or public security personnel to protect a project or site.⁵ This requires human rights background checks prior to contracting, taking into account the capacity to fulfill human rights obligations when selecting security providers and establishing human rights standards and respective control and contractual sanction mechanisms as part of the security contracts.
- (iv) not engage in any activity which is not expressly mentioned in this Code, but which evidently and severely violates international human rights.

VIII. Environment and the Community

a) Environment and the Community

Suppliers shall:

- (i) commit to reducing their overall environmental impact, while engaging the community to help foster social and economic development;
- (ii) contribute to the sustainability of the communities in which they operate, with progress assessments on community issues in line with industry standards;
- (iii) commit to engage actively in aiming to reduce energy and water consumption; and
- (iv) implement purchasing policies and procedures which favour sustainable and locally produced goods and services in preference to imported products wherever possible and reasonable.

b) Permits, policies and procedures

Suppliers shall:

- (i) maintain a register of applicable international, national and local requirements in relation to the environment containing current copies of all licenses and permits; and
- (ii) monitor their activities to ensure that their products, services and procedures comply with revisions and new legislation or codes which may from time to time apply to business they conduct on TUI's behalf.

c) Commitment to reduction of environmental hazards

Suppliers shall:

- (i) Monitor, control, and treat and shall endeavour to reduce or eliminate solid waste, wastewater, environmentally damaging chemicals, and air emissions as required by applicable laws and regulations, including energy-related indirect air emissions, by: implementing appropriate conservation measures in their production, maintenance, and facilities procedures; and recycling, reusing, or substituting materials.
- (ii) Ensure that they do not cause harmful soil contamination, water pollution, air pollution, harmful noise emission, or excessive water consumption. To define the harmfulness or excessiveness, the thresholds for permissible emissions establishes in the rules of the country of production apply. If there are no related standards or if existent standards are obviously inadequate, international standards, i.e. EU or UN-standards shall apply.⁶ (iii) Handle hazardous waste properly and in

⁵ The International Code of Conduct for Private Security Providers and the Voluntary Principles on Security and Human Rights provide exemplary guidance.

⁶ For soil contamination thresholds, the EEA ETC/ULS Report "Soil monitoring in Europe Indicators and thresholds for soil quality assessments" 2021 applies, if the FAO does not issue differing guidance. For all other thresholds, the relevant WHO guidelines apply. These include: for water consumption and usage, the WHO Guidelines for Drinking-water Quality (2006) apply. For air pollution thresholds, the WHO global air quality guidelines (2021) apply. For noise thresholds, the regionally

compliance with local, national and international laws and not engage in illegal im- or exports of waste.⁷

(iv) Not add mercury to their products or use mercury in manufacturing processes.⁸

(v) Not produce or use persistent organic pollutants and must handle, collect, store and dispose of them in an environmentally sound manner.⁹

IX. Information Security

Suppliers shall:

(i) implement appropriate confidentiality measures to protect the privacy of customers, clients and employees; and

(ii) safeguard customer, client and employee information and the transfer of technology, services and know-how in a manner that protects any applicable international, national and local intellectual property and data protection rights.

X. Implementation

Suppliers shall have a procedure for timely correction of any deficiencies identified by their own internal or external audit, investigation or review. It is all Suppliers' responsibility to ensure that they operate

within and meet all international, national and local legislative and regulatory requirements, applicable international conventions and standards that may from time to time apply to them.

applicable WHO guidelines for community/environmental noise apply and where no such regionally applicable guideline exists, the WHO guideline for community noise (1999) applies.

⁷ According to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal and technical guidelines on the treatment of specific hazardous wastes adopted by the Conference of the Parties of the Basel Convention.

⁸ Procedures and exceptions in line with the Minamata Convention on Mercury apply.

⁹ Procedures and exceptions in line with the Stockholm Convention on Persistent Organic Pollutants apply.