

GOVERNANCE · DOCUMENT TC-GOV-014

Supplier Code of Conduct

The Corporate sets minimum standards for ethical business conduct, labour rights, and environmental responsibility. This Code defines what we require of every supplier, in every market, without exception.

MANDATORY · ALL TIER 1 SUPPLIERS

VERSION	APPROVED	EFFECTIVE	OWNER	NEXT REVIEW
3.0	12 January 2026	1 March 2026	Group Procurement	March 2028

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This document is issued by Group Procurement with Group Sustainability. It supersedes Version 2.1, dated 1 March 2023. Questions regarding interpretation or application should be directed to supplier.compliance@the-corporate.com.

1 Purpose and Scope

This Code defines the minimum standards The Corporate requires of its suppliers. Acceptance is a condition of doing business with us.

1.1 APPLICATION

This Code applies to all Tier 1 suppliers of The Corporate, their subsidiaries, and any subcontractor engaged in the production or delivery of goods and services for The Corporate. Suppliers shall communicate equivalent requirements to their own suppliers. Responsibility for the supply chain does not end at the first tier.

1.2 RELATIONSHIP TO LAW

Compliance with applicable law is the minimum standard. Where this Code sets a higher standard than local law, this Code applies. Where local law sets a higher standard, local law prevails. Nothing in this Code permits conduct that violates applicable law.

1.3 INTERNATIONAL FRAMEWORKS

This Code is based on the following internationally recognised frameworks and legal instruments.

REFERENCE FRAMEWORKS	
UN Universal Declaration of Human Rights	Foundational human rights standards
ILO Core Conventions	Child labour, forced labour, freedom of association, and non-discrimination
UN Global Compact	Ten Principles on human rights, labour, environment, and anti-corruption
OECD Guidelines for Multinational Enterprises	Responsible business conduct and supply chain due diligence
German Supply Chain Due Diligence Act (LkSG)	Statutory due diligence obligations
EU Directive 2024/1760 (CSDDD)	Corporate sustainability due diligence

1.4 ACCEPTANCE

All Tier 1 suppliers must have a signed copy of this Code on file with The Corporate before the first purchase order is issued. Signature confirms acceptance of the requirements in Sections 2 through 5 and of the monitoring rights described in Section 5.

2 Ethical Business Conduct

The Corporate competes on merit. We require the same of every supplier.

2.1 ANTI-BRIBERY AND ANTI-CORRUPTION

The Corporate operates a zero-tolerance policy on bribery and corruption. Suppliers shall not offer, give, request, or accept bribes, kickbacks, or facilitation payments in any form, directly or through intermediaries. Gifts and hospitality directed at The Corporate employees must be modest, infrequent, and never connected to a pending decision.

2.2 FAIR COMPETITION

Suppliers shall comply with applicable competition and antitrust laws. Price fixing, bid rigging, market allocation, and the exchange of competitively sensitive information with competitors are prohibited.

2.3 CONFLICTS OF INTEREST

Suppliers shall disclose to The Corporate any relationship, financial interest, or circumstance that could compromise, or appear to compromise, impartial decision-making in the business relationship.

2.4 DATA PROTECTION AND INFORMATION SECURITY

Suppliers shall process personal data lawfully and in accordance with the EU General Data Protection Regulation or equivalent applicable law. Confidential information received from The Corporate must be protected with appropriate technical and organisational measures and used only for the agreed purpose.

2.5 TRADE COMPLIANCE

Suppliers shall comply with applicable export controls, economic sanctions, and customs regulations in all jurisdictions in which they operate.

2.6 ACCURATE RECORDS

Suppliers shall maintain complete and accurate business records. Falsification of records, misrepresentation of working conditions, and obstruction of audits are each grounds for immediate termination under Section 5.5.

3 Labour and Human Rights

Suppliers shall respect the human rights of every worker in their operations.

3.1 CHILD LABOUR

Suppliers shall not employ workers below the age of 15, the local minimum working age, or the age of completion of compulsory schooling, whichever is highest. Workers under 18 shall not perform hazardous work or night work. These requirements follow ILO Conventions 138 and 182.

3.2 FORCED LABOUR

All work must be voluntary. Suppliers shall not use forced, bonded, indentured, or prison labour. Suppliers shall not retain identity documents, charge workers recruitment fees, or restrict freedom of movement. Workers must be free to terminate employment with reasonable notice.

3.3 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Suppliers shall respect the right of workers to form and join trade unions, to bargain collectively, and to assemble peacefully. Where local law restricts these rights, suppliers shall enable parallel means of independent worker representation.

3.4 NON-DISCRIMINATION AND FAIR TREATMENT

Suppliers shall base hiring, pay, promotion, and termination on qualification and performance. Discrimination on the grounds of race, ethnicity, gender, religion, age, disability, sexual orientation, union membership, political affiliation, or pregnancy is prohibited. Harassment, abuse, and degrading treatment are prohibited in all forms.

3.5 WORKING HOURS

Regular working hours shall not exceed 48 hours per week. Total hours including overtime shall not exceed 60 hours per week. Overtime shall be voluntary and compensated at a premium rate. Workers are entitled to at least 1 rest day in every 7-day period.

3.6 WAGES AND BENEFITS

Suppliers shall pay at least the legal minimum wage and provide all legally mandated benefits. Wages shall be paid in full, on time, and with an itemised statement. Wage deductions as a disciplinary measure are prohibited.

3.7 HEALTH AND SAFETY

Suppliers shall provide a safe and healthy workplace. At minimum, suppliers shall ensure:

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- Documented hazard identification and risk assessment for all work activities.

 - Machine safeguarding, safe handling of chemicals, and personal protective equipment provided at no cost to workers.

 - Emergency preparedness, including unobstructed exits, fire detection, and evacuation drills.

 - Access to clean drinking water and adequate sanitation. Where housing is provided, the same standards apply.

 - Recording and investigation of work-related injuries and incidents.

4 Environmental Responsibility

Suppliers shall manage their environmental impact, comply with environmental law, and support The Corporate's published climate and nature commitments.

4.1 ENVIRONMENTAL MANAGEMENT

Suppliers shall operate an environmental management system proportionate to the scale and impact of their operations. The Corporate expects suppliers in high-impact categories to hold ISO 14001 certification, or equivalent, by the end of 2027.

4.2 PERMITS AND LEGAL COMPLIANCE

Suppliers shall obtain, maintain, and comply with all required environmental permits, licences, and registrations. Breaches must be reported to the competent authorities and to The Corporate without delay.

4.3 CLIMATE AND ENERGY

Suppliers shall measure their Scope 1 and Scope 2 greenhouse gas emissions and disclose them to The Corporate on request. Suppliers representing significant procurement spend are expected to set emission reduction targets by the end of 2027. Science-based targets are encouraged.

4.4 RESOURCE USE AND WASTE

Suppliers shall use energy, water, and raw materials efficiently and apply the waste hierarchy: prevent, reduce, reuse, recycle. Hazardous waste must be segregated, stored, and disposed of through licensed channels.

4.5 CHEMICALS AND POLLUTION PREVENTION

Suppliers shall maintain an inventory of hazardous substances, handle and store them safely, and comply with REACH and equivalent chemical regulations. Discharges to air, water, and soil shall be controlled, treated, and monitored. Untreated industrial wastewater shall not be released to the environment.

4.6 BIODIVERSITY AND LAND USE

Suppliers shall not source from, or expand operations into, legally protected areas or areas of high conservation value. The Corporate requires deforestation-free supply chains for land-based commodities.

5 Compliance and Monitoring

The Corporate verifies compliance with this Code. We support remediation before withdrawal.

5.1 MANAGEMENT RESPONSIBILITY

Suppliers shall assign senior management responsibility for compliance with this Code and train relevant staff on its requirements.

5.2 DUE DILIGENCE AND RECORDS

Suppliers shall identify and manage the risks covered by this Code in their own operations and supply chains, document compliance, and retain records for a minimum of 5 years.

5.3 ASSESSMENTS AND AUDITS

Suppliers shall complete The Corporate's annual self-assessment questionnaire. Suppliers shall permit announced and unannounced audits by The Corporate or an appointed third party, including site access, document review, and confidential worker interviews.

5.4 CORRECTIVE ACTION

Where gaps are identified, suppliers shall agree a corrective action plan with The Corporate within 30 days and remediate within the agreed timeline. Progress is reviewed as part of the supplier relationship.

5.5 CONSEQUENCES OF NON-COMPLIANCE

Material breach of this Code, refusal to remediate, or falsification of information may result in suspension of orders or termination of the business relationship. Termination is the final step, applied where remediation fails or where the breach is severe.

5.6 RAISING CONCERNS

Workers, suppliers, and third parties may report suspected breaches of this Code confidentially and, where preferred, anonymously. The Corporate prohibits retaliation against anyone who reports a concern in good faith.

THE CORPORATE INTEGRITY LINE

Available 24 hours, 7 days a week, in 12 languages. Web: integrity.the-corporate.com · Telephone: +49 69 0100 4400

6 Acknowledgement and Signature

We confirm that we have read and understood the Supplier Code of Conduct of The Corporate, Version 3.0, and accept its requirements as a binding condition of our business relationship. We will communicate equivalent requirements to our own suppliers and will notify The Corporate without delay of any material breach.

COMPANY NAME (LEGAL ENTITY)

REGISTERED ADDRESS

SUPPLIER ID (IF ASSIGNED)

COUNTRY OF REGISTRATION

NAME OF AUTHORISED SIGNATORY

POSITION

PLACE AND DATE

SIGNATURE AND COMPANY STAMP

Return the signed copy to supplier.compliance@the-corporate.com. The Corporate retains signed copies on file for the duration of the business relationship. An unsigned Code does not exempt a supplier from its requirements where these are incorporated by contract.

DOCUMENT CONTROL

VERSION	DATE	CHANGE
1.0	15 June 2019	First issue.
2.0	1 September 2022	Aligned with the German Supply Chain Due Diligence Act (LkSG).
2.1	1 March 2023	Editorial revision. Integrity Line channels updated.
3.0	12 January 2026	Aligned with EU Directive 2024/1760 (CSDDD). Climate disclosure requirements added in Section 4.3. Approved by the Executive Board.