

Supplier Code of Conduct

About this code

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to TENERITY. We select Suppliers who share our commitment to social responsibility and sustainable business practices. These core principles are reflected in this Supplier Code of Conduct (Code), which establishes the minimum standards that must be met by any entity that supplies products or services to TENERITY. The Supplier is expected to comply with this Code even if it stipulates a higher standard than required by national laws or regulations.

Definitions

In this Code:

TENERITY means the following entities: TENERITY AB, TENERITY ApS, TENERITY AS, TENERITY ASSURANCES SARL, TENERITY B.V., TENERITY GmbH, TENERITY S.r.l., TENERITY TRAVEL LIMITED, TENERITY S.L. SOCIEDAD UNIPERSONAL, AFFINION INTERNATIONAL TRAVEL BVBA, LOYALTYBUILD LIMITED, PTG PROFESSIONAL TRAVEL GmbH, TENERITY LIMITED, TENERITY TRAVEL LIMITED, LOYALTY VENTURES LIMITED, TENERITY Serviços de Fidelidade LTDA.

Supplier means a company, partnership or individual that provides goods or services to TENERITY.

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Supplier's suppliers, agents, and subcontractors who are involved in TENERITY's supply chain.

Supplier's commitment

The Supplier commits to comply with the requirements in this Code as updated and made available from time-to-time and confirms that it has appropriate systems in place to ensure compliance with this Code by itself and its Representatives and to demonstrate such compliance. TENERITY will make the latest version of this Code available on its website.





1. Compliance with laws and regulations and recognised standards

- 1.1 The Supplier shall comply with all applicable laws and regulations as well as the following internationally recognised standards and principles:
- The Ten Principles of the United Nations' Global Compact, derived from:
 - The Universal Declaration of Human Rights
 - The International Labour Organization's Declaration on Fundamental Principles and Rights at Work
 - The United Nations Convention Against Corruption
 - The Rio Declaration on Environment and Development, and
 - The United Nations Convention Against Corruption
 - The UN Guiding Principles on Business and Human Rights
 - The OECD Multinational Enterprise guidelines
- 1.2 Supplier providing services to the German Tenergy entities shall comply with the German Act on Corporate Due Diligence in Supply Chain (Lieferkettensorgfaltspflichtengesetz).

2. Workforce issues

General Provisions. The Supplier shall adhere to all the principles referred to in paragraph 1.1 that regard workforce issues. In particular, the Supplier shall follow the principles and standards set out below:

- 2.1 **Slavery, human trafficking, and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws and regulations in any part of its supply chain. This includes not supporting or engaging or requiring any forced or illegal labour, child labour, bonded labour, or indentured labour.
- 2.2 **Human rights.** The Supplier shall comply with the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.
- 2.3 **Equal opportunities.** The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital



or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required by national and international laws and regulations.

2.4 **Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

2.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with any applicable international and national health and safety laws. The Supplier shall implement general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

2.6 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- (a) the minimum wage and benefits established by applicable national legislation;

- (b) relevant collective agreements;
- (c) relevant industry standards; and
- (d) an amount sufficient to cover basic living requirements (or a proportional amount for part time employees).

3. Environmental responsibility

General Provisions. The Supplier shall adhere to all principles referred to in paragraph 1.1 regarding environment. In particular, the Supplier shall comply with the following:

3.1 **Environmentally friendly technology.** The Supplier shall strive to use and encourage the development of environmentally friendly technologies, products and services, looking to contribute to sustainable development.

3.2 **Continuous improvement.** The Supplier shall continuously improve its environmental performance by identifying, assessing, and managing environmental risks and impacts throughout its value chain.

3.3 **Environmental performance.** The Supplier shall take suitable actions to avoid and/or minimize any negative environmental impact of its business and continuously work to improve its environmental performance.

4. Anti-corruption and competition

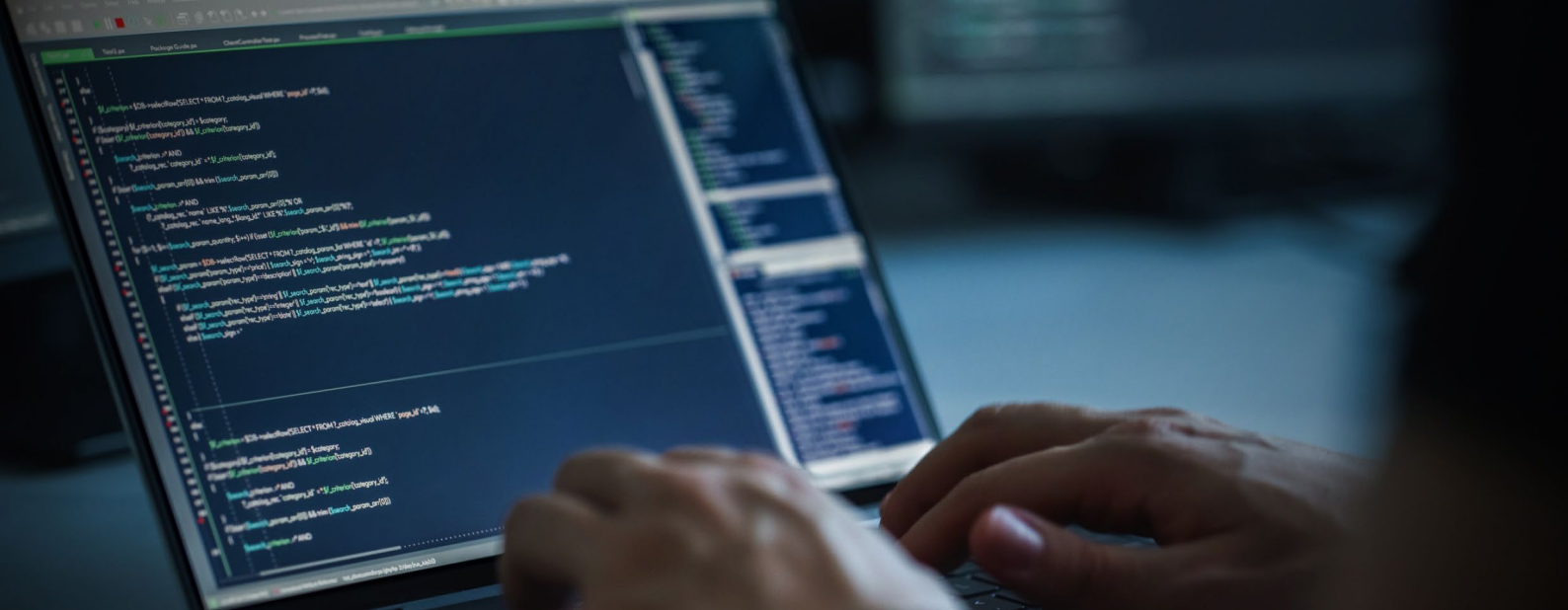
General Provisions. The Supplier shall adhere to all principles regarding anti-corruption referred to in paragraph 1.1. In particular, the Supplier shall comply with the following:

- 4.1 **Bribery and corruption.** The Supplier shall maintain an effective anti-corruption programme and ensure compliance with all applicable laws and regulations relating to the prevention of bribery and corruption. To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:
- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
 - (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - (c) any other unlawful or improper payments or benefits.
- 4.2 **Unfair business practices.** The Supplier shall comply with all applicable national and international competition and antitrust laws including those relating to teaming and information sharing with competitors, price fixing and rigging bids.

5. Procuring and managing Representatives

The Supplier shall carry out appropriate due diligence on prospective Representatives and ensure that the Representatives meet the requirements of this Code. The Supplier shall in its agreements with the Representatives carry forward these obligations to its Representatives by carrying forward this Code or similar principles not less stringent than the standards in this Code.





6. Certifying compliance and audit

- 6.1 The Supplier shall provide written confirmation of its compliance with this code to Tenergy upon request. In addition, Tenergy (or where required by law also Tenergy's clients) may conduct audits to verify the Supplier's compliance with this Code. The Supplier shall be obliged to fully co-operate in such audits, including providing to Tenergy (and/or to Tenergy's clients) responses to questionnaires and other relevant documentation as per Tenergy's request and within reasonable timelines set by Tenergy.
- 6.2 Tenergy, the Supplier and the Representatives shall bear their own costs of conducting, preparing, and participating in the audit, including any cost for third party contractors appointed by either party.

7. Self-monitoring and reporting breaches

- 7.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to csr@tenergy.com.
- 7.2 If a question or concern arises regarding the interpretation of this Code or the performance of the Supplier's and/or its Representatives' obligations hereunder, the parties shall meet to discuss the subject matter. If the Supplier and/or its Representatives have acted or omitted to act in ways which in the reasonable opinion of Tenergy violates this Code, or have brought, or will bring, Tenergy in conflict with this Code, the parties shall seek to agree on mitigating actions. Breach of the Code will be considered a material breach of the underlying agreement for goods and services between Tenergy and the Supplier.
- 7.3 The Supplier shall not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

Version control

Code version	Date of revision and publication
1.0	

Compliance certificate

As required by TENERITY's Supplier Code of Conduct (Code), _____ certifies that:
Supplier Name

We are complying with the requirements in the Code as of _____.
Date

We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.

Signed by:

.....

Print Name: _____

on behalf of _____
Supplier

Date:

Please send a copy of this certificate to csr@tenergy.com

