



Translation from German for convenience only. In case of dispute the original version prevails.

Supplier Code of Conduct

Guideline for suppliers of TUI Cruises GmbH ("TUIC")

I. Scope of TUIC commitment

TUIC is committed to sustainable, ethical business in compliance with applicable laws, conventions and regulations. Maintaining integrity in dealing with employees, business partners and the general public is an indispensable part of the TUIC culture and essential to maintaining high morale and producing fair, reliable and innovative products and services. TUIC adheres to an internal Code of Conduct as well as policies and procedures orienting our own daily activities and actions. TUIC 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.

II. Scope of Supplier commitment

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

This Supplier Code of Conduct ("this Code") sets out the minimum standards TUIC expects from Suppliers and their employees, contractors, agents and subsidiaries when working on TUIC's behalf. Suppliers to TUIC are expected to uphold these principles by: adopting accessible and clear policies and procedures to respect human rights and labour law; supporting local communities; identifying and monitoring bribery and corruption risks; identifying, monitoring and minimizing negative environmental impacts; and introducing respectively maintaining Quality Assurance and Health and Safety policies and procedures in their businesses where possible.

Suppliers should ensure compliance with the provisions in this Code, and where they cannot ensure compliance, actively promote this Code (for example to their sub-contractors and suppliers). However, the provisions of this Code are guidelines and are distinct from any contractual agreement between TUIC and the Supplier. Responsibilities of Suppliers set out herein can be contractually enforceable only in so far as provided for by the legal relationship created between Suppliers and TUIC. TUIC reserves the right to check compliance with these standards by means of a self-assessment questionnaire and/or audits carried out at the Supplier's facilities; the Supplier undertakes to cooperate.



III. Anti-Corruption

When entering into any agreement or collaboration with TUIC:

a) Business Integrity

Suppliers shall:

- (i) accurately and fully disclose to the TUIC entity any requested or relevant information regarding their business activities, structure, financial situation and performance on TUIC's behalf, which may affect the performance of their contract with TUIC, in accordance with applicable laws, regulations and industry practices; and
- (ii) uphold fair business standards in advertising, sales, and competition when dealing on TUIC'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 TUIC's behalf.

Suppliers shall not:

- (i) offer or accept bribes or other means to obtain an undue or improper advantage on behalf of TUIC;
- (ii) try to influence the making and taking of business decisions through the acceptance or offer of favours, 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.

IV. Working conditions

a) General rights of workers

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 his or her will;
- (ii) permit forced labor, engage in or support any form of slavery or human trafficking in their operations. Internationally recognized exemptions apply. In case of doubt, the ILO indicators are used to determine if a situation constitutes forced labor;
- (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 employees;
- (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 country law and regulations or the UN Convention on the Rights of the Child, whichever provides the most protection;
- (ii) 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;
- (iii) children are not employed to undertake inappropriate work normally undertaken by adults 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 of 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;
- (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
- (iii) extend employment opportunities to indigenous populations where possible;
- (iv) not require workers to undergo pregnancy tests except where required by applicable laws or regulations or prudent for workplace safety.

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.

V. Health and Safety

Suppliers agree to work with TUIC implementing 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;
- (v) ensure that any services provided to the TUIC 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 employees, 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;
- (iv) ensure any provided worker living accommodation shall be clean and safe;



(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;
- (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, authorise, allow and not obstruct worker access to necessary medical treatment without delay;
- (vii) facilitate workers' return to work.

VI. 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. 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.

VII. Environment and the Community

a) Environment

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 promote circular economy through reduced use of materials and increased recyclability and to engage actively in aiming to reduce energy and water consumption;
- (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) the protection of animals and species

To ensure the welfare of animals, they must be treated as sentient beings and must be given the necessary respect and protection.

Suppliers should:

- (i) commit to keeping animals in captivity under conditions appropriate to their species and to enabling them to behave in a manner appropriate to their species;
- (ii) not abuse or coerce animals into unnatural behaviour;
- (iii) comply with the ABTA minimum animal welfare requirements.

c) *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 licences and permits;
- (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 TUIC's behalf.

d) *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 established 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;
- (iii) Handle hazardous waste properly and in compliance with local, national and international laws and not engage in illegal im- or exports of waste;
- (iv) Not add mercury to their products or use mercury in manufacturing processes;



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

VIII. Information Security

Suppliers shall:

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

IX. 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.