

# Supplier Code of Conduct of AccorInvest Germany GmbH

## I. Introduction

AccorInvest Germany GmbH (hereinafter referred to as AccorInvest) is committed to environmentally and socially responsible corporate management. We require all our employees to respect the principles of environmentally and socially responsible and ethical conduct and to integrate these principles into our corporate culture. We expect the same behavior from all our suppliers. Our goal is the continuous improvement of the sustainability of our business activities and services, and we call on our suppliers to contribute to this integrative approach. For future cooperation, the contracting parties establish the binding rules of this shared Supplier Code of Conduct. This agreement forms the basis for all future business relationships. The contracting parties expressly commit to complying with all principles and requirements of this Supplier Code of Conduct. Furthermore, we expect our suppliers to in turn require their suppliers to adhere to the same standards and rules. This agreement enters into force upon signature. Violation of this Supplier Code of Conduct may lead to termination of the business relationship, including all related supply contracts. The Supplier Code of Conduct is based on national laws and regulations as well as international conventions such as the Universal Declaration of Human Rights of the United Nations, the ILO Core Labor Standards, and the United Nations Global Compact. We expect our suppliers to comply with all relevant laws and regulations and to meet the required standards and principles.

## II. Principles of AccorInvest

AccorInvest is essentially committed to advancing the ten universal principles of the United Nations Global Compact in the areas of human rights, labor conditions, environmental impacts, and corruption prevention, as well as respecting the 17 Sustainable Development Goals. Our policy statement contains our detailed commitment to recognized standards regarding respect for human rights and environmental due diligence. The entire AccorInvest Group also supports the Universal Declaration of Human Rights. More information can be found in the [Ethics Charter](#), the [Social charter](#), the [Anti-corruption Code of conduct](#), and the [Gift Policy](#).

Our group-wide ESG strategy emphasizes our awareness of responsible business management:

- “Responsible Group”  
AccorInvest strives to establish high ethical standards, demonstrated through socially just behavior and transparency in business operations. We advocate for responsible business relationships with all our business partners.
- “Respect for People and Environment”  
AccorInvest endeavors to achieve business activities with the highest possible sustainability by actively promoting employee development and public welfare, as well as by continuously reducing our CO2 footprint.
- “Positive Hospitality”  
AccorInvest stands for an exceptional customer experience and contributes to local economic development. As part of sustainable cities, we engage with communities and contribute to sustainable development.

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## IV. Requirements for our Suppliers

### 1.1 Business Ethics

#### 1.1.1 Fair Competition

Standards of fair dealing, fair advertising and fair competition must be observed. In addition, relevant antitrust regulations must be applied, which prohibit, in particular, agreements and other activities to influence prices or conditions. These regulations also prohibit agreements between customers and suppliers designed to restrict customers' freedom to set prices and conditions for the resale of goods.

#### 1.1.2 Data Security and Data Protection

The Supplier agrees to meet the reasonable expectations of AccorInvest, subcontractors, their employees and customers regarding the protection of private information. When collecting, storing, processing, transferring and disclosing personal information, the Supplier shall comply with data protection and information security laws and regulatory requirements.

#### 1.1.3 Intellectual Property

Intellectual property rights must be respected; the transfer of technology and expertise must be done in a way that protects intellectual property rights.

#### 1.1.4 Corruption

The highest standards of integrity must be applied in all business activities. The Supplier shall have a zero-tolerance policy with respect to the prohibition of bribery, corruption, extortion and embezzlement. Procedures shall be in place to monitor and enforce standards to ensure compliance with anti-corruption laws.

Decisions are made solely on the basis of objective criteria and are not influenced by outside interests, relationships or prohibited arrangements.

#### 1.1.5 Money Laundering

The Supplier undertakes to comply with the applicable legal provisions on the prevention of money laundering within the scope of its business activities. The Supplier shall also comply with all applicable laws and regulations, including but not limited to anti-corruption and fraud laws, competition and antitrust laws, tax laws, data protection and privacy laws, and export control laws. There is a zero-tolerance policy with respect to money laundering and possible direct or indirect terrorist financing.

### 1.1.6 Export- and Customs Regulations

The supplier shall strictly comply with all applicable laws governing the import and export of goods, services and information, including compliance with applicable sanctions lists. It shall also ensure that all taxes, duties and royalties associated with the extraction, trade and export of minerals in conflict and high-risk areas are paid in accordance with applicable law. Suppliers are expected to ensure compliance with all binding requirements in a comprehensible manner.

## 1.2 Human Rights and Social Responsibility

### 1.2.1 Prohibition of forced labor and protection of workers' rights

The commitment to prohibit forced and compulsory labor, modern slavery and human trafficking extends to AccorInvest's own operations and throughout its supply chain.

Supplier's employees will be provided with employment contracts that comply with applicable national laws. These contracts will be written in an understandable manner and will set out the rights and obligations of the employees in a truthful and clear manner. Suppliers are also required not to provide misleading information about the nature of the work. Withholding passports and other official identification documents is prohibited. Restricting the freedom of movement of workers is also prohibited.

Suppliers must not engage in practices that force workers to work or prevent them from leaving the workplace. This includes any type of work or service that is required of an individual under threat of punishment and for which the individual has not volunteered. The use of security guards to assist in such practices is not permitted. Any form of verbal, psychological, sexual or physical violence, coercion or harassment is strictly prohibited. These standards apply equally to suppliers and their supply chains.

### 1.2.2 Prohibition of Child and Youth Work

Child labor is prohibited at all stages of production. Suppliers are required to comply with the minimum standards of the ILO Conventions regarding the local legal minimum age for employment and the prohibition of child labor. All necessary measures must be taken to ensure that persons under the legal minimum age are not employed.

According to these recommendations, the age should not be less than the age at which compulsory education ends, but in no case less than 15 years. If the employment of children is detected, the supplier must document the measures taken to remedy the situation and enable the children to attend school. The rights of young workers shall be protected and special provisions for their protection shall be observed (based on ILO 79, 138, 182).

Persons under the age of 18 shall not be exposed to work which, by its nature or because of the circumstances in which it is carried out, is harmful to their health, safety or morals. They must not be used, procured or offered for illegal activities such as drug trafficking, prostitution, pornography or similar activities.

The commitment to zero tolerance of child labor extends to its own operations and to its suppliers.

### 1.2.3 Physical Integrity and the Rights of Minorities

Suppliers shall protect and take appropriate measures to ensure the physical integrity of all employees and associated persons. Signatory Supplier shall ensure that its own operations and those of its supply chain exclude any form of involvement in kidnapping, torture, killing or similar acts. Physical punishment shall not be used as a disciplinary measure.

The supplier will also ensure that serious human rights violations and abuses are not tolerated in its own operations or along its supply chain. This includes serious violations such as sexual violence, war crimes, crimes against humanity or genocide, and other violations of international humanitarian law.

The supplier shall not participate in the unlawful appropriation, destruction or deforestation of land, forests and waters, or in causing harmful changes to the land on which human life depends. Preference will be given to suppliers who assess their business activities for potential negative impacts on the livelihoods of potentially affected indigenous and tribal peoples (*based on ILO 169*).

### 1.2.4 Managing Critical Raw materials and Conflict Minerals

The supplier takes appropriate measures to avoid sourcing raw materials from conflict-affected and high-risk areas and the resulting negative impacts. Therefore, parties involved in such supply chains must exercise special care and follow the *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas*. If the supplier uses materials from conflict-affected areas, the legal requirements for due diligence and verification systems must be met. Particular attention should be paid to raw materials such as cobalt, copper, lithium, aluminum and steel to ensure transparency and control.

The signatory supplier shall ensure that the requirements of this Code of Conduct are communicated throughout its supply chain. Preference will be given to suppliers who promote responsible sourcing, identify and assess risks, and take necessary action.

### 1.2.5 Armed Groups

The Supplier shall ensure that its activities do not contribute in any way to the direct or indirect support of non-state armed groups.

## 1.3 Labor Law Requirements

### 1.3.1 Fair Wages

Wages for regular and overtime hours must be at least the higher of the national minimum wage or the customary industry minimum wage. If the wage is insufficient to cover normal living expenses and provide a minimum standard of living, the supplier is required to increase the employee's wage to an adequate level. All legally required benefits must be provided to employees. Wage deductions as a punitive measure are not permitted. The supplier must also ensure that workers receive clear, detailed and regular written information on the composition of their wages (*based on ILO 26, 131*).

### 1.3.2 Fair Working Hours

Working hours must comply with applicable laws and industry standards. Overtime is permitted only if it is voluntary or provided for in a company agreement. Employees must be given at least one day off after six consecutive days of work. The total working week must not regularly exceed 48 hours (based on ILO 1, 14).

### 1.3.3 Freedom of Association

The right of employees to join or form an organization of their choice (e.g., to join trade unions) and to bargain collectively must be respected. Where freedom of association and the right to hold collective meetings are restricted by law, alternative means of independent employees' associations for the purpose of collective bargaining must be allowed. Employees' representatives must also be protected against discrimination. They shall have free access to the workplaces of their colleagues to ensure that workers can exercise their rights in a lawful and peaceful manner. The supplier will respect the right of employees to freedom of association, to join trade unions, to appoint worker representatives and to participate in works councils in accordance with applicable local laws. Employees must be able to communicate openly without fear of retaliation or harassment (based on ILO 87, 98, 135, 154).

### 1.3.4 Equal Opportunities and Prohibition of Discrimination

Discrimination against workers in any form is prohibited. This applies, for example, to discrimination based on biological or social gender, race, caste, skin color, ethnic origin, disability, political belief, family or social background, religion, age, pregnancy or parenthood, marital status, health status, union membership, or sexual identity. The personal dignity, privacy, and personal rights of each individual must be respected (based on ILO 100, 110, 111, 159).

The supplier is committed to preventing harassment, abuse, and punishment through any form of violence. The selection of employees is based on qualifications and skills. The principle of equal pay for equal work is adhered to, and migrant and seasonal workers are treated equally to regular employees. Women should be equal to other genders in all respects. Physical punishment, threats of violence, and psychological/sexual/verbal/emotional harassment are prohibited.

### 1.3.5 Health Protection; Occupational Safety

The supplier is responsible for providing a safe and healthy working environment. By establishing and implementing appropriate occupational health and safety systems, necessary preventive measures against accidents and health damage associated with workplace activities are taken. In addition, employees are regularly informed about applicable health and safety standards and measures and trained accordingly. Employees have access to an adequate amount of drinking water and clean sanitary facilities (based on ILO 155, 164).

### 1.3.6 Complaints Mechanism

At the company level, the supplier is responsible for establishing an effective complaints mechanism for individuals and communities that may be affected by negative impacts. The content of the complaints should be considered and used as a basis for operational improvement measures.

## 1.4 Environmental Responsibility

The supplier must comply with all applicable environmental laws, standards, and regulations. This includes compliance with procedures and standards for waste management, handling of chemicals and hazardous substances, and their disposal. The supplier must implement a system to identify and eliminate potential environmental risks, dispose of waste responsibly, and avoid the use of toxic raw materials.

Furthermore, the supplier must ensure that their business activities do not have harmful effects on soil, water, air, noise, or wildlife habitats. The livelihood of every person must be protected.

### 1.4.1 Treatment and Discharge of Industrial Wastewater

Wastewater from operations, production processes, and sanitary facilities must be characterized, monitored, tested, and, if necessary, treated before being discharged or disposed of. In addition, measures must be taken to reduce wastewater generation. Furthermore, appropriate measures are taken to minimize water consumption at sites and along supply chains, with particular consideration given to water-scarce regions.

### 1.4.2 Handling of Air Emissions

The supplier implements appropriate measures to reduce air emissions, including greenhouse gases, and minimize environmental and health risks. This includes promoting environmentally friendly products and services along the supply chain, with increased use of carbon-neutral energy sources. Information on the energy consumption and CO<sub>2</sub> emissions of supplied products will be provided upon request to collect environmental metrics.

The Supplier is encouraged to create transparency regarding their own emissions and those of their supply chain. Suppliers with carbon management systems aiming for continuous reduction of greenhouse gas emissions are preferred. General emissions from operations must be monitored and, if necessary, treated. Potential decarbonization measures are to be monitored, and cost-effective solutions for minimizing emissions are to be found.

### 1.4.3 Handling of Waste and Hazardous Substances

The supplier must follow a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste. Chemicals and other substances posing a hazard when released into the environment must be identified and handled to minimize the risk to the extent reasonably practicable. This includes processes when people interact with these substances, as well as transportation, storage, recycling processes, and reuse to disposal. This particularly includes compliance with international agreements such as the Minamata Convention on Mercury, the Stockholm Convention on Persistent Organic Pollutants (POP), and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes.



#### **1.4.4 Reduction of Raw Material and Natural Resource Consumption**

The use and consumption of resources in the production process and the generation of any kind of waste, including water and energy, should be reduced and avoided where possible. This is done either directly at the source of waste generation and/or through procedures and measures – for example, by changing production or maintenance procedures or processes within the company, by using alternative materials, by savings, by recycling, or by reusing materials.

#### **1.4.5 Management of Energy Consumption and Efficiency**

Energy consumption should be monitored and documented. Solutions should be found to improve energy efficiency and minimize energy consumption. Suppliers with regular monitoring of their energy consumption and increased use of renewable energy sources are preferred.

#### **1.4.6 Biodiversity**

Preservation of natural ecosystems, especially endangered animal habitats, and sustainable use of natural resources are of great importance. In accordance with applicable laws and international biodiversity standards, suppliers in supply chains should strive to avoid deforestation.

#### **1.4.7 Responsibilities**

The supplier shall, where possible, appoint a sustainability officer who reports directly to management. This officer should develop sustainability goals and measures within the company.

## V. Implementation of Requirements

We expect our suppliers to identify risks within supply chains and take necessary measures, documenting them. In the event of suspected or actual violations and to secure supply chains with increased risks, the supplier must promptly and possibly regularly inform AccorInvest about identified violations and risks as well as the measures taken. In the case of acute violations, appropriate measures must be taken immediately to prevent, stop, or minimize incidents. If the violation cannot be rectified promptly, a concept to terminate or minimize it must be created, communicated, and implemented immediately.

AccorInvest reserves the right to verify compliance with the standards and rules stated in this document through self-assessment questionnaires and, if necessary, sustainability audits at suppliers' production facilities. The supplier agrees that AccorInvest may conduct such audits to monitor compliance with this Code of Conduct in the supplier's production facilities during normal business hours, with sufficient advance notice and by persons authorized by AccorInvest. The supplier may object to certain audit measures if they violate mandatory data protection regulations.

If a violation of the rules of this Code of Conduct is identified, AccorInvest will notify the supplier in writing within one month and set a reasonable deadline for bringing the contractor's behavior into line with these rules. If the violation was culpably caused and the continuation of the contract until its ordinary termination is unreasonable for AccorInvest, AccorInvest may terminate the contract at the end of the specified deadline if it has communicated this when setting the deadline. The legal right to terminate without notice remains unaffected, as well as the right to compensation for damages.

## VI. Information and Confirmation by the Supplier

By signing this document, the supplier commits to acting responsibly and adhering to the principles and requirements stated herein. The supplier undertakes to communicate the contents of this code to employees, contractors, and subcontractors in an understandable manner and to take all necessary measures to fulfil the requirements.

**PLACE, DATE**

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