

TUI Care Foundation Code of Conduct

This Code of Conduct (hereinafter referred to as “Code”) establishes the principles and expectations for professional conduct and ethical behaviour for all partners and stakeholders involved in projects of TUI Care Foundation. By adhering to this Code, the foundation fosters a positive, inclusive, and respectful work environment that aligns with its core values and organisational objectives, while simultaneously ensuring high standards of accountability, integrity, transparency and legal compliance.

I. Scope

All Project Partners (hereinafter referred to as “Partner(s)”) need to comply with this Code. “Partners” are all contractual partners of TUI Care Foundation. This Code applies to all employees of Partners and Stakeholders involved in the implementation of projects of TUI Care Foundation, regardless of their position or location. Contractors, consultants, and seasonal and temporary staff are also expected to adhere to this Code while working for or on behalf of TUI Care Foundation’s Partners.

II. Core Values and Principles

TUI Care Foundation’s accomplishments are achieved in collaboration with its Partners. As we continue our joint success story, we want to be not only proud of our achievements, but also of how we achieve positive change wherever we work. TUI Care Foundation is committed to sustainable, ethical practices in compliance with applicable laws, conventions and regulations. Maintaining integrity in dealings with workers, business and project partners, relevant and the general public is an indispensable part of our culture and essential to maintaining high morale and producing fair, reliable and innovative products and services.

TUI Care Foundation adheres to its own Code of Conduct, as well as various internal policies orienting its own daily activities and actions, amongst others focused on conflict of interest, and fraud and corruption. TUI Care Foundation seeks to support efforts to protect human rights and strives to develop appropriate, environmentally and socially sustainable chains of responsibility and response mechanisms within its sphere of influence.

We expect our Partners to integrate the principles described hereinafter into a continual improvement approach that advances performance over time. TUI Care Foundation adheres to the United Nations Global Compact’s ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption.

III. Scope of Partner Obligations

This Code sets out the standard of ethical conduct, values and principles TUI Care Foundation requires. Partners of TUI Care Foundation are to adhere to it when dealing respectively with employees, agents, suppliers, other third parties, customers and beneficiaries on TUI Care Foundation’s behalf. Partners of TUI Care Foundation are required to uphold TUI Care Foundation’s principles by:

- Adopting accessible and clear policies and procedures to respect local 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 organisations where possible.

Partners have to provide employees with avenues for raising suspected violations of law or other concerns.

Partners 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 Code throughout their supply chain. To this end, Partners 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 project the Partner implements or the service or (pre-)product the Partners delivers to TUI Care Foundation (“sub-suppliers”). If the sub-suppliers do not accept such an agreement, the Partner 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 Partner shall consider the option of changing suppliers.

IV. Anti-Corruption

When entering into any agreement or collaboration with TUI Care Foundation:

a) Business Integrity

Partners shall:

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

b) Prohibition of Bribery and Corruption

Partners 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 Partner's work on TUI Care Foundation's behalf;
- (ii) apply effective procedures to prevent fraud and corruption and ensure transparent and inclusive decision making; and
- (iii) ensure that if fraud or corruption occurs:
 - a vigorous and prompt investigation takes place, and that reports are shared with stakeholders as appropriate;
 - appropriate disciplinary and legal action is taken in all cases, where justified;
 - all appropriate and reasonable steps are taken to recover any financial losses; and
 - systems and procedures are reviewed to prevent similar frauds or acts of corruption.

Partners shall not:

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

V. Working Conditions

a) General Rights of Workers¹

Partners 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, whichever is more stringent in its protection of workers.

b) Prohibition of Forced and Involuntary Labour

Partners shall not:

- (i) employ anyone against their will;
- (ii) permit forced labour, engage in or support any form of slavery or human trafficking in their operations. Internationally recognised exemptions apply.² In case of doubt, the ILO indicators are used to determine if a situation constitutes forced labour;³
- (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

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

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.

government-issued identification, passports, or work permits as a condition of employment is strictly prohibited; and

- (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. Partners 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.

Partners 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; and
- (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

Partners shall not use child labour. The employment of juveniles who are younger than eighteen (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;
- (ii) children under the age of fifteen (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 and there are age-appropriate working conditions for children working within the business;
- (iv) children do not perform work likely to jeopardise their health, safety or morals.
- (v) the Partner monitors employees under the age of eighteen (18), their working times and any special working conditions relating to the job that they are undertaking.

d) Child Protection from Sexual Exploitation

Partners shall:

- (i) implement preventative measures and procedures to ensure that children are protected from sexual exploitation and all potential forms of abuse;
- (ii) be able to demonstrate (e.g. through policies, training and/or staff communications) how children are protected from sexual exploitation or other relevant potential forms of abuse, exploitation and harassment which children could be exposed to by their organisation;
- (iii) train relevant employees on the protection of minors from 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, customers, employees and/or beneficiaries on or near the premises to the relevant local authorities.

e) Anti-Discrimination

Partners 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; and
- (ii) prevent the payment of unequal remuneration for work of equal value.

f) Working Times and Remuneration

Partners shall:

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

- (i) ensure that working hours, including procedures to avoid excessive overtime and ensure regular breaks when working comply with applicable national law;
- (ii) be able to demonstrate that wages and benefits meet, at a minimum, applicable national legal 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; and
- (v) not use deductions from wages as a disciplinary measure.

g) Freedom of Association

Partners shall respect the rights of their workers and their representatives to freely associate, organise 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 partner must avoid contributing to further restricting freedom of association through its own behaviour. Partners may not discriminate against, harass or intimidate workers and their representatives for exercising their right to associate, organise and communicate openly with management regarding working conditions.

VI. Health and Safety

Partners agree 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 Partner, Partners 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 TUI Care Foundation's beneficiaries are safe and fit for purpose.

b) Working Conditions

Partners 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

Partners 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, authorise, 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

a) Environment and the Community

Partners shall:

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

b) Commitment to Reduction of Environmental Hazards

Partners 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;⁵
- (iii) handle hazardous waste properly and in compliance with local, national and international laws and not engage in illegal import or exports of waste;⁶
- (iv) not add mercury to their products or use mercury in manufacturing processes;⁷ and
- (v) not produce or use persistent organic pollutants and must handle, collect, store and dispose of them in an environmentally sound manner.⁸

c) Land rights

Partners 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 minimise the risks of violations of human rights, when contracting or requesting usage of private or public security personnel to protect a project or site.⁹ 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.

VIII. Information Security

Partners shall:

- (i) implement appropriate confidentiality measures to protect the privacy of customers, clients, employees and beneficiaries; and
- (ii) safeguard customer, client, employee and beneficiary 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

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

⁵ 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 applicable WHO guidelines for community/environmental noise apply and where no such regionally applicable guideline exists, the WHO guideline for community noise (1999) applies.

⁶ 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.

⁷ Procedures and exceptions in line with the Minamata Convention on Mercury apply.

⁸ Procedures and exceptions in line with the Stockholm Convention on Persistent Organic Pollutants apply.

⁹ The International Code of Conduct for Private Security Providers and the Voluntary Principles on Security and Human Rights provide exemplary guidance.



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