

# EUROPEAN DATAWAREHOUSE

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## SUPPLIER CODE OF CONDUCT

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FEBRUARY 2022

EUROPEAN DATAWAREHOUSE GROUP

**VERSION HISTORY**

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# Table of Contents

- 1. INTRODUCTION ..... 3
- 2. SCOPE ..... 3
- 3. DEFINITIONS ..... 3
- 4. STANDARDS OF COMPLIANCE WITH THIS CODE ..... 3
  - 4.1 Workforce issues ..... 3
  - 4.2 Information security and data protection ..... 4
  - 4.3 Environmental responsibility ..... 5
  - 4.4 Bribery and Corruption ..... 5
  - 4.5 Unfair business practices ..... 5
  - 4.6 Sourcing and managing of Associates ..... 5
  - 4.7 Breach, Remediation and Termination ..... 6
- 5. OWNERSHIP ..... 6
- 6. ENSURING AND MONITORING THE COMPLIANCE ..... 6
- 7. EFFECTIVE DATE ..... 6

## 1. INTRODUCTION

This document is prepared by European DataWarehouse GmbH, as parent company of EDW Group (“EDW” or the “Group”), establishing the rules to be applied throughout the Group.

EDW Group offers core securitisation services as well as ancillary securitisation services and ancillary non-securitisation services to issuers of securitisations in the European Union and the United Kingdom (UK).

As an overarching statement: EDW is committed to abiding by all legal and regulatory requirements applicable to it and best standards on corporate integrity, responsible sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to EDW. These core principles are reflected in this Supplier Code of Conduct (Code), which establishes the minimum standards that must be met by any organisation or entity that supplies products or services to any part of EDW.

This Code is complemented by the guiding principles set out in our Code of Conduct setting out the values of the EDW across its corporate group. This Code may form part of any contract with suppliers and we may amend it at any time.

## 2. SCOPE

The Supplier must comply with this Code.

In addition, as set out below, the Supplier must include in its agreements with Associates provisions that require Associates to comply with the applicable provisions of this Code.

## 3. DEFINITIONS

For the purposes of this Code:

“**Associates**”: means the Supplier's suppliers, vendors, agents and subcontractors who are involved in EDW's supply chain.

“**Supplier**” means a company, partnership or individual that provides goods or services to any part of EDW.

## 4. STANDARDS OF COMPLIANCE WITH THIS CODE

In carrying out its agreement(s) with any part of EDW, the Supplier must comply with the standards set out in this Code and all applicable laws and regulations where it operates.

If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Code, the Supplier shall meet the most stringent standard.

### 4.1 Workforce issues

Suppliers are expected to comply with the following principles at all times:

**1. Slavery, Human Trafficking and Child Labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour, or prison labour.

**2. Human Rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in 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 from time to time in force.

**3. Equal Opportunities.** EDW is an equal opportunity employer. The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

**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.

**5. Working Environment.** The Supplier shall:

- a) provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws where it operates; and
- b) not support or engage in, or require any hazardous labour to be performed by any person under the age of 18. Hazardous labour involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker if adequate protections are not taken.

**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 law;
- b) collective agreements;
- c) industry standards; and
- d) an amount sufficient to cover basic living requirements.

#### 4.2 Information security and data protection

Without prejudice to the agreement(s) between EDW and the Supplier, the Supplier shall have in place appropriate measures to:

- a) protect the integrity and confidentiality of information (including information belonging to or supplied by EDW) held on its systems (which include physical and online or electronic systems); and
- b) ensure that there is no unauthorised access of the information by third parties, including its Associates. The Supplier shall comply with all data protection laws and requirements when processing any personal data on EDW's behalf.

### 4.3 Environmental responsibility

The Supplier shall ensure that:

- a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and hazardous and toxic material handling;
- b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties; and
- c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

### 4.4 Bribery and Corruption

The Supplier must maintain the highest ethical standards and shall comply with all applicable laws, statutes, industry codes, 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, gifts entertainment, employment, contracts or other things of value, in order to obtain or retain an advantage; and
- c) any other unlawful or improper payments or benefits.

### 4.5 Unfair business practices

The Supplier shall comply with all applicable competition laws including but not limited to those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

### 4.6 Sourcing and managing of Associates

The Supplier shall carry out appropriate due diligence of its prospective Associates that will form part of EDW's upstream supply chain. As a minimum, the due diligence should include the following:

- a) investigations into prospective suppliers' stance, public statements, and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook; and
- b) risk assessments for countries from which materials, components, or finished goods are sourced.

When dealing with Associates, the Supplier shall:

- a) ensure that all agreements with Associates include provisions that require the Associates to comply with applicable provisions of this Code; and
- b) ensure that it has measures to monitor that those Associates are complying with those compliance-related provisions.

#### 4.7 Breach, Remediation and Termination

Where EDW becomes aware of any violation by the Supplier or its Associates of the Code, EDW may:

- a) immediately upon written notice terminate its business relationship (including any purchase orders and purchase contracts) with the Supplier; or
- b) require the Supplier to produce a remediation plan that will lead to compliance with the Code, and present it to EDW within the agreed timeframe. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, EDW may immediately upon notice terminate the commercial relationship with the Supplier (including any purchase orders and contracts between them).

### 5. OWNERSHIP

This Code is owned by EDW Group Compliance function.

### 6. ENSURING AND MONITORING THE COMPLIANCE

Suppliers providing services to EDW GmbH or to both EDW Ltd. and GmbH shall direct inquiries to [compliance@eurodw.eu](mailto:compliance@eurodw.eu).

Suppliers exclusively providing services to EDW Ltd. shall direct inquiries to [compliance@eurodw.co.uk](mailto:compliance@eurodw.co.uk).

The terms of this Code as well as its adequacy to the business operating environment of EDW are reviewed on a periodic basis.

### 7. EFFECTIVE DATE

This Code became effective on 16 February 2022.