

## Capita Supplier Code of Conduct in Germany

### 1. Introduction

Capita in Germany is committed to ecologically and socially responsible corporate management as a holistic approach. In order to sustainably fulfil and further develop this, we expect the same from all our suppliers and require our employees to observe the principles of social, ethical and ecological behaviour as part of our corporate culture.

For future co-operation, the contractual partners agree to the validity of the following regulations for a joint code of conduct. This agreement shall form the basis for all future deliveries. The contracting parties undertake to fulfil the principles and requirements of the Code of Conduct and to endeavour to contractually oblige their subcontractors to comply with the standards and regulations set out in this document. This agreement comes into force upon signing / acceptance and a breach of this Code of Conduct may ultimately be cause and reason for companies to terminate the business relationship including all associated supply contracts.

This is based on national laws such as the Supply Chain Due Diligence Act (LkSG) and international conventions such as the UN's Universal Declaration of Human Rights and the Guidelines on the Rights of the Child and Business Conduct, the Guidelines on Business and Human Rights, the Global Compact and the ILO's international labour standards.

### 2. Scope of application

This Supplier Code of Conduct applies to all group companies of Capita Customer Services (Germany) GmbH and Capita Energie Service GmbH and applies in addition to the globally valid "Supplier Charta" of Capita Group.

### 3. Requirements for suppliers

The following requirements apply to suppliers

#### 3.1. Social responsibility

##### **Ban on child labour**

Child labour must not be used at any stage of production. Suppliers are requested to comply with the recommendation from the ILO conventions on the minimum age for the employment of children. Accordingly, the age should not be less than the age at which compulsory education ends according to the law of the place of employment and in any case not less than 15 years. If children are found at work, the supplier must document the measures to be taken to remedy the situation and enable the children to attend school. The rights of young workers must be protected and they must not be employed for work that is harmful to the health, safety or morals of children under the age of 18. Special protective regulations must be observed.

##### **Exclusion from forced labour**

No forced labour, slave labour or comparable work may be used. All labour must be voluntary, without threats, psychological hardship, sexual and personal harassment or humiliation. Employees must be able to terminate their work or employment relationship at any time. Security guards must not be commissioned or used if people are treated or injured in an inhumane or degrading manner or if their freedom of association is impaired.

##### **Fair remuneration**

The remuneration must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. The remuneration for overtime must in any case exceed the remuneration for regular hours. If the remuneration is not sufficient to cover the costs of normal living expenses and to build up a minimum level of reserves, the supplier is obliged to increase the remuneration accordingly. All legally prescribed benefits must be granted,

wage deductions as a punitive measure are not permitted and regular, detailed, clear and written information must be provided on the composition of the wage.

#### **Fair working hours**

Working hours must comply with applicable laws and industry standards. Overtime is only permitted if it is worked on a voluntary basis and does not exceed 12 hours per week, while employees must be granted at least one day off after six consecutive working days. The weekly working time may not regularly exceed 48 hours.

#### **Freedom of association**

The right of workers to form and join organisations of their choice, to bargain collectively and to strike must be respected. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative options for independent and free association of workers for the purpose of collective bargaining must be provided. Employee representatives must be protected from discrimination; employees must not be discriminated against on the basis of their founding, joining or membership of such an organisation. Employee representatives must be granted free access to the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner.

#### **Prohibition of discrimination**

Discrimination and unequal treatment of employees in any form is not permitted unless it is justified by the requirements of employment. This applies, for example, to discrimination based on gender, race, caste, national, ethnic or social origin, skin colour, disability, health status, political conviction, origin, ideology, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

#### **Health protection and occupational safety**

The supplier is responsible for a safe and healthy working environment. The necessary precautionary measures against accidents and damage to health that may arise in connection with the work shall be taken by setting up and applying appropriate occupational safety systems. Appropriate measures must be taken to prevent excessive physical or mental fatigue. In addition, employees are regularly informed and trained on applicable health and safety standards and measures. Employees are provided with access to sufficient quantities of drinking water and access to clean sanitary facilities.

#### **Preserving the natural foundations of life**

The supplier may not, in violation of legitimate rights, withdraw land, forests or waters whose use secures the livelihood of people. The supplier must refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption if this harms the health of people, significantly impairs the natural basis for food production or prevents people from having access to safe drinking water or sanitary facilities.

#### **Complaints mechanisms**

The supplier must provide its employees with appropriate information on how to reach the supplier, who is responsible and how to implement a complaints procedure. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against discrimination. If no notice is given, the supplier itself is responsible for setting up an effective grievance mechanism at company level for individuals and communities that may be affected by negative impacts. Capita will provide a grievance mechanism that can be used for this purpose.

#### **Dealing with conflict minerals**

For conflict minerals, processes must be established in accordance with the OECD guidelines and also ensured throughout the entire supply chain.

### *3.2. Ethical responsibility*

#### **Fair competition**

The standards of fair business, fair advertising and fair competition must be complied with and applicable antitrust laws must be applied.

#### **Confidentiality/data protection**

The Supplier undertakes to fulfil the reasonable expectations of its client, suppliers, customers, consumers and employees with regard to the protection of private information. The Supplier shall comply with data protection and information security laws and regulatory requirements when collecting, storing, processing, transferring and disclosing personal information.

#### **Intellectual property**

Intellectual property rights must be respected; technology and expertise must be transferred in such a way that intellectual property rights and customer information are protected.

#### **Integrity/bribery, taking advantage**

The highest standards of integrity must be applied to all business activities. The supplier must have a zero tolerance policy against all forms of bribery, corruption, extortion and embezzlement. Procedures for monitoring and enforcing standards shall be implemented to ensure compliance with anti-corruption laws.

### *3.3. Ecological responsibility*

#### **Treatment and discharge of industrial wastewater**

Wastewater from operational procedures, production processes and sanitary facilities must be standardised, monitored, checked and, if necessary, treated prior to discharge or disposal. In addition, measures should be introduced to reduce the generation of wastewater.

#### **Dealing with air emissions**

General emissions from operations (air and noise emissions) and greenhouse gas emissions must be standardised, routinely monitored, checked and, if necessary, treated before they are released. The supplier is also responsible for monitoring its emission control systems and is required to find cost-effective solutions to minimise any emissions.

#### **Handling waste and hazardous substances**

The supplier shall follow a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. Chemicals or other materials that pose a risk if released into the environment shall be identified and handled in such a way that safety is ensured when handling, transporting, storing, using, recycling or reusing and disposing of these substances. In particular, the currently valid version of these regulations must be complied with:

- Basel Convention of 22 March 1989 on the export of hazardous waste
- Minamata Convention of 10 October 2013 on the use of mercury
- Stockholm Convention of 23 May 2001 on the use of persistent organic pollutants

#### **Reduce consumption of raw materials and natural resources**

The use and consumption of resources during production and the generation of waste of any kind, including water and energy, must be reduced or avoided.

#### **Dealing with energy consumption/efficiency**

Energy consumption must be monitored and documented. Economic solutions must be found to improve energy efficiency and minimise energy consumption.

### **4. Realisation of these requirements**

With regard to supply chains, we expect our suppliers to identify risks within these and to take appropriate measures. In the event of suspected violations and to safeguard supply chains with

increased risks, the supplier will inform the company promptly and, if necessary, regularly about the violations and risks identified and the measures taken. The aim is to bring about an improvement in terms of supplier development, in which the client is happy to provide support.

The company checks compliance with the standards and regulations listed in this document using a self-assessment questionnaire and possible risk-based audits at suppliers' production sites.

The Supplier agrees that the Client may carry out audits for specific reasons, to verify compliance with the Code, at the Supplier's premises during normal business hours, after reasonable advance notice, by the Client itself or by third parties commissioned by it. The Supplier may object to individual audit measures if these would violate mandatory data protection regulations. If a breach of the provisions of this Code of Conduct is identified, the Client shall notify the Company of this to the Supplier in writing without delay within one month and set the Supplier a reasonable grace period to bring its behaviour into line with these provisions. If a remedy is not possible in the foreseeable future, the Supplier must notify the Company immediately and, together with the Company, draw up a concept with a timetable for ending or minimising the breach.

If such a breach has been culpably committed and the grace period expires without result or the implementation of the measures contained in the concept does not remedy the situation after expiry of the schedule and continuation of the contract until ordinary termination is unreasonable for the client - no milder means are available - the client may terminate the contract/business relationship and terminate all contracts after fruitless expiry of the set deadline if it has threatened to do so when setting the grace period. A statutory right to extraordinary cancellation without setting a grace period, in particular in the case of very serious breaches, remains unaffected, as does the right to compensation.

#### **5. Acknowledgement and consent of the supplier**

By signing/accepting this document, the supplier undertakes to act responsibly and to comply with the principles/requirements listed. The supplier undertakes to communicate the content of this code to employees, suppliers, authorised representatives and subcontractors in a comprehensible manner and to take all necessary precautions for the implementation of the requirements.