

Supplier Code of Conduct

Avolta Supplier Code of Conduct

The Avolta Group (“**Avolta**” or the “**Group**”), a leading global travel experience player, is committed to conducting business in an ethical manner in compliance with accepted business standards and applicable laws and regulations.

All suppliers that are supplying goods to any Avolta company (“**Suppliers**”) are required to comply with the following:

BUSINESS ETHICS AND INTEGRITY

Suppliers shall comply with the provisions of this Supplier Code of Conduct, which is based on the Universal Declaration of Human Rights adopted by the United Nations General Assembly in 1948, the fundamental Conventions of the International Labor Organization (“ILO”), and the Rio Declaration on Environment and Development adopted in 1992.

Suppliers must sign and return a copy of the below Declaration of Compliance to sustainability@avolta.net.

Avolta may update this Supplier Code of Conduct from time to time and ask Suppliers to sign a new Declaration of Compliance accordingly.

Suppliers shall communicate this Supplier Code of Conduct to their relevant directors, employees, agents, subcontractors, suppliers, and sub-suppliers. Suppliers must ensure that their directors, employees, agents, subcontractors, suppliers, and sub-suppliers comply with this Supplier Code of Conduct. Suppliers are expected to perform third-party due diligence towards their agents, subcontractors, suppliers and sub-suppliers and to implement monitoring mechanisms to ensure compliance with this Supplier Code of Conduct throughout their supply chain, for example through audits.

Avolta has the right to monitor Suppliers’ compliance with this Supplier Code of Conduct and to ask Suppliers to provide relevant documentation in this regard.

Suppliers shall promptly disclose to Avolta (at compliance@avolta.net):

- a) any potential, apparent, or actual breach of the provisions of this Supplier Code of Conduct in relation to products they supply to Avolta, including applicable human rights, labor, environmental, health and safety, product safety, anti-money laundering and anti-terrorism, economic sanctions, export controls, import and customs, and record keeping legislation and regulations;
- b) if they know or have reason to believe that they or any of their owners, shareholders, directors, officers, become a Sanctioned Person as well as if any agents, counterparties, contractors, financial institutions, or business partners become a Sanctioned Party insofar as they are involved (directly or indirectly) in supplying Avolta.
- c) any situation of which they become aware that could be considered a conflict of interest in their business relationship with Avolta, including any relationship between their directors, employees, agents, and/or subcontractors and those of Avolta;
- d) any issues that could negatively affect the quality of Avolta’s products or services; and/or
- e) any issue that could negatively affect the image or public perception of Avolta.

LABOUR AND EMPLOYMENT PRACTICES AND WORKING CONDITIONS

Suppliers shall not supply any products or services to Avolta that have been manufactured, assembled, packaged, or shipped in violation of internationally accepted human rights standards and applicable laws and regulations in relation to labor and working conditions at any stage in the Suppliers' supply chains. In particular:

- **No child labor:** Suppliers shall not employ minors below the age of 16 years. Where local laws or regulations specify a higher minimum age, the latter must be adhered to.
- **No forced or bonded labor:** Suppliers shall ensure that there is no use of slavery or forced labor of any type. This includes involuntary prison labor and any situation requiring employees to give up their ID prior to commencing employment.
- **Freedom of association and collective bargaining:** Suppliers shall respect the rights of employees to form and join trade unions and bargain collectively in accordance with applicable laws and regulations.
- **Compensation:** Suppliers shall fairly compensate their employees by providing wages and benefits in accordance with applicable laws and regulations. Wages should in no event be below the minimum legal or collective bargaining agreement amount.
- **Discrimination:** Suppliers shall treat their employees equally and fairly and shall not discriminate against them on the basis of race, color, religion, age, sex, sexual orientation, gender identity or gender expression, national origin, political orientation, or disability, or any other classification or status protected by applicable laws and regulations.
- **Health and Safety:** Suppliers shall provide their employees with a safe and healthy working environment and, if applicable, safe and healthy living quarters in compliance with applicable laws and regulations. Health and safety risk assessments shall take effective steps to prevent, minimize, or eliminate potential hazards leading to harm. Suppliers shall meet or exceed applicable laws and regulations and industry standards in this area.
- **Working hours:** Suppliers shall ensure that the working hours of their employees are in line with applicable laws and regulations.
- **Harassment and abusive behavior:** Suppliers shall prohibit all forms of abuse, inhumane or degrading treatment, corporal punishment, or any other form of intimidation in compliance with applicable laws and regulations.

ANTI-BRIBERY AND ANTI-CORRUPTION

Suppliers are required to adhere to high standards of ethical conduct and to comply with all applicable laws and regulations concerning anti-corruption principles, which include the OECD Convention on Controlling Bribery of Foreign Public Officials in International Business Transactions, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act, among others ("**ABAC Laws**"). In particular, in connection with the provision of any goods supplied to an Avolta entity, neither the Suppliers nor any of their respective owners, directors, employees (including officers), agents, or representatives shall pay or have paid, offered or promised to pay, or authorised or ratified the payment, directly or indirectly, of any monies or anything of value for the purpose of influencing any act or decision of any entity or person to secure any improper benefit in violation of applicable ABAC Laws.

ANTI-MONEY LAUNDERING AND ANTI-TERRORISM

Suppliers shall comply with all applicable laws and regulations concerning anti-money laundering and anti-terrorism, including the Bank Secrecy Act, 31 U.S.C. § 5311 et seq., as amended by Title III of the USA PATRIOT Act, the Anti-Money Laundering Act of 2020, and similar laws administered by the European Union, the United States, Switzerland, the United Kingdom, and any other applicable governmental authority.

TRADE CONTROLS AND ECONOMIC SANCTIONS

Suppliers shall conduct their business in compliance with applicable trade laws and regulations, including but not limited to export controls, import and customs regulations, economic sanctions, and anti-boycott laws (“**Trade Controls**”) administered by the European Union, the United States, Switzerland, the United Kingdom, and any other applicable governmental authority (the “**Sanctions Regulators**”). This obligation extends to all jurisdictions in which Suppliers operate or through which goods, services, software, technology, or funds are transferred.

Suppliers shall not engage in any transaction, directly or indirectly, involving

- a) any entity or individual that is designated on any list of persons subject to blocking or asset freeze sanctions under Trade Controls administered by the Sanctions Regulators,
- b) a person located, organised, or ordinarily resident in a country or jurisdiction subject to comprehensive embargoes by the Sanctions Regulators (“**Sanctioned Jurisdictions**”), or
- c) any person owned 50 percent or greater or controlled by one or more of (a) or (b) (collectively, “**Sanctioned Persons**”) in a manner that would result in either the Suppliers or Avolta violating applicable Trade Controls.

Suppliers shall implement appropriate procedures to screen their direct or indirect owners and shareholders, directors, officers, agents, counterparties, contractors, financial institutions, or other business partners to ensure that Avolta will not be in violation of applicable Trade Controls as a result of doing business with Suppliers.

Suppliers shall obtain all licences, permits, and governmental authorizations required for the lawful import, export, re-export, or transfer of any goods, software, technology, services, or funds. Suppliers shall accurately classify all items subject to export or import controls and shall maintain complete and accurate records of all such transactions in accordance with applicable laws and regulations.

ENVIRONMENTAL COMPLIANCE AND SUSTAINABILITY

Suppliers shall comply with all applicable industry standards, laws, and regulations in relation to the environment.

Each Supplier shall include the goal of decreasing its environmental impact as a consideration in business decisions, including its own supply chain. As a member of the United Nations Global Compact, Avolta also encourages its Suppliers to support a precautionary approach to environmental matters and to collaborate with Avolta on initiatives to minimize the environmental impact of the products they supply to Avolta.

PRODUCT QUALITY & SAFETY

Suppliers shall comply with the applicable industry standards, laws, and regulations in relation to quality, product safety, and good manufacturing practices. Suppliers must be capable of tracing their source of supply at least one level back in the supply chain and have a documented recall process.

RECORD KEEPING

Suppliers shall maintain financial, operational, and business records in accordance with applicable laws, regulations, and generally accepted accounting practices.

REPORTING CONCERNS

Suppliers shall have a whistleblower procedure for their employees to report unethical actions regarding the workplace and shall not discipline or discriminate against employees reporting unethical actions.

Approved by Xavier Rossinyol, CEO on 16 March 2026.

DECLARATION OF COMPLIANCE TO AVOLTA

We the undersigned, a Supplier of Avolta, agree to:

1. Comply with the provisions of Avolta's Supplier Code of Conduct and to implement it throughout our supply chain.
2. Promptly bring to Avolta's attention (at compliance@avolta.net) any breach of the provisions of the Avolta Supplier Code of Conduct in relation to products we supply to Avolta.
3. Timely provide to Avolta relevant information to clarify findings relating to a possible breach of Avolta's Supplier Code of Conduct.

We understand that Avolta may immediately terminate our business relationship if we (or any of our directors, employees, agents, subcontractors, suppliers, sub-suppliers) breach Avolta's Supplier Code of Conduct or do not duly clarify any findings.

Supplier Name: _____

Signature: _____

Signatory Name: _____

Signatory Title: _____

Date: _____

Address Corporate Headquarter

Avolta Group
Brunngässlein 12
P.O. Box
4010 Basel
Switzerland

Phone +41 61 266 44 44

© March 2026