

	Group Policy	Approval: June 2025 Version: 1 Next review date:26/06/26
	Group Procurement: Supplier Code of Conduct	Contact: groupprocurement@gus.global

GUSH Group Procurement Supplier Code of Conduct

This policy covers more than one jurisdiction and may be subject to variation on a case-by-case basis in order to comply with local laws and requirements or to follow legal advice. The Company reserves the right to adopt supplemental guidance to be read alongside this policy. This policy should be interpreted in a way that is consistent with local law and, to the extent that it may be inconsistent, local law shall prevail.

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Definitions

‘GUSH Group’ or ‘the Group’ – Global University Holdings B.V. and its subsidiaries.

Supplier - means the supplier contracted or paid to provide products or services to the Group. For the purposes of this document this includes any affiliates or subcontracts the Supplier uses to undertake the services to the Customer.

1. Introduction

1.1. Purpose of this Code

This Supplier Code of Conduct outlines the standards and expectations for all suppliers and their subcontractors who provide goods and services to the Group. Compliance with this Code of Conduct is mandatory and forms part of the contractual agreement between the Group and its suppliers.

1.2. Updating this Code

The Group may modify this Code from time to time by giving the Supplier at least fourteen days' notice in writing to the extent reasonably practical (which shall include but not limited to email).

2. Legal and Regulatory Compliance

Suppliers must comply with all applicable local, national, and international laws and regulations, including but not limited to labour laws, data protection laws, health and safety laws, environmental regulations, and anti-corruption laws. Suppliers are responsible for staying informed about and adhering to all relevant legal requirements.

3. Our commitment to Suppliers

The Group considers its relationship with its Suppliers is not limited to the purchase of goods and services but is also a key to success over the long-term and customer satisfaction.

Consequently, the Group shall use reasonable endeavours to procure that each Group employee who has any contact with Suppliers should:

- Help the Supplier meet the Group's expectations.
- Respect the Supplier's independence and identity.
- Protect confidential information of Suppliers and undertake to protect the personal data of these Supplier in accordance with applicable regulations.
- Prevent personal interest from influencing their actions and decisions.
- Act in the interests of the Group and the respect the business relationship.

All Procurement Departments and Business Managers (where relevant) must also:

- Ensure the Group objectively chooses its Suppliers (as outlined in the Group Procurement Policy) on the basis of criteria such as cost, quality and delivery times, and in accordance with the content and spirit of this Charter.
- Treat Suppliers fairly and comply with tendering procedures.
- Explain the Group's business and values to Supplier employees during visits, respect them, and value their work.

- Where applicable strive for long-term relationships with Suppliers.
- Avoid excessive economic dependence (over 30% of turnover) and address it if it occurs.
- Provide necessary information for successful contract fulfilment.
- Warrant that stocks of products built up by Supplier at the Group's request will be acquired, when this has been contractually agreed.
- Be attentive to the results of regular Supplier checks and ensure they are attentive to any wrongdoing in accordance with the applicable laws.

Account Payable teams must:

- Ensure timely payment as per contract terms and regulations.

4. Commitments of Suppliers to the Group

The Group asks each of its Suppliers to commit to responsible trading and ethical practices, particularly through this Code of Conduct, either as an attachment to the purchasing agreement entered into between the Group and its' Suppliers or as a standalone document where requested by the Group.

The Supplier must undertake to:

- Ensure trust with the Group's representative and adhere to the Code of Conduct, including ethics and integrity, with their own Suppliers.
- Subscribe to this code of conduct's principles and ensure their Suppliers do the same.
- Authorise the Group or its external auditors to conduct audits and implement necessary action plans where required.

5. Subcontracting of contract

The Group prohibits its Suppliers from subcontracting all or part of any contract without prior written consent from the Group. Should subcontracting be consented to, the initial Supplier will retain full responsibility and liability to ensure that its subcontractors comply with the contract and this Code of Conduct.

6. Certifications and audits

The Group encourages its Suppliers to comply with certifications to demonstrate their conformity towards international standards. Following norms are recommended and valued by the Group:

- ISO9001 certification for Quality Management Systems
- ISO14001 for Environmental Management
- ISO26000 for Corporate and Social Responsibility (CSR)
- ISO50001 for Energy Management

7. Labour and Human Rights

7.1. Child Labour

- Suppliers must not engage in or support the use of child labour. The minimum age for employment must comply with local laws and international standards set out in the

International Labour Organization (ILO) conventions. Where the local laws do not exist or where they set lower standards than the ILO, the ILO standards shall prevail.

- Where a child worker must be displaced, adult family members should have the opportunity to assume the child's position to maintain family earnings
- Suppliers must make the Group aware of any instances of Child Labour it discovers whether within its own organisation or its subcontractors. Any instance can be reported via the Home Office National Helpline (**0800 028 0285**) or in confidence to the Group Procurement team (groupprocurement@gus.global).

7.2. Forced Labour:

- Suppliers must
 - Not use forced, bonded, or involuntary labour. All work must be voluntary, and workers should be free to leave upon reasonable notice.
 - Comply with all applicable anti-slavery and human trafficking laws and regulations in place from time to time applicable to our and its business including the Modern Slavery Act 2015.
 - Stop working with any supplier or sub-contractor where forced labour or any breach of the foregoing laws is suspected.
 - Ensure that the Group is made aware of any instances of forced labour or modern slavery and report any instances to the National Crime Agency Helpline on **08000 121 700** or online at <https://www.modernslaveryhelpline.org/report>

7.3. Working Conditions

Suppliers must provide a safe and healthy working environment. This includes access to clean water, sanitation, adequate lighting, ventilation, and emergency exits. Suppliers must also implement health and safety policies and procedures to prevent accidents and injuries.

7.4. Non-Discrimination

- Suppliers must not discriminate based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, or any other legally protected characteristic. Equal opportunities must be provided in hiring, compensation, access to training, promotion, termination, and retirement.
- Suppliers must ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their condition.

7.5. Wages and Benefits

- Suppliers must pay workers at least the minimum wage required by law, or the prevailing industry wages and provide all legally mandated benefits. Wages should be paid regularly, on time, and in a manner that is convenient for workers. the Group places high value on the Living Wage Foundation wage rate to the extent possible in jurisdictional context and as applicable to the institutions affected by it.
- Suppliers must pay workers directly and provide workers with payslips which are a clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.

7.6. Working Hours

Suppliers must comply with applicable laws and industry standards on working hours, including overtime. Workers should not be required to work more than the maximum hours allowed by law, and they should be granted at least one day off per seven-day week.

7.7. Health and Safety

- Suppliers must provide a safe working environment which actively looks to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of operation of employer facilities
- Provide health and safety training to employees appropriate to their industry and the activities their employees are undertaking
- Ensure that any living facilities provided for personnel are clean, safe and meet the basic needs of the personnel and don't violate any health and safety legislation or regulations.

7.8. Harassment

The Group does not tolerate any form of harassment in the workplace, including sexual harassment. The Supplier must take appropriate measures to prevent harassment, including sexual harassment, occurring in the workplace including as part of the service provided to the Group, and provide evidence of any such measures to the Group on request.

8. Environmental Responsibility

8.1. Environmental Laws

Suppliers must comply with all applicable environmental laws and regulations. This includes obtaining and maintaining all required environmental permits and licenses.

8.2. Sustainability

Suppliers are encouraged to adopt sustainable practices, including reducing waste, conserving energy, and minimizing their environmental footprint. Suppliers should strive to use resources efficiently and seek to reduce their impact on the environment.

8.3. Hazardous Materials

Suppliers must manage hazardous materials responsibly and ensure their safe handling, storage, and disposal. Suppliers should implement procedures to prevent and respond to environmental incidents, such as spills or releases of hazardous substances.

9. Business Integrity

9.1. Anti-Corruption

Suppliers shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery, corruption and fraud (including but not limited to the Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023). Suppliers must not engage in any form of corruption, bribery, or unethical practices. This includes offering, giving, receiving, or soliciting anything of value to influence the actions of others. Suppliers shall fight against any form of money laundering. They must be particularly vigilant with regard to financial transactions, in order to detect an anomaly (checking the country of origin of the funds and the payer entity, checking the location of the bank and ensuring that it is not on a

blacklist, etc.). Suppliers must not evade or facilitate the evasion of tax by another person anywhere in the world.

9.2. Conflicts of Interest

- Suppliers must avoid direct or indirect conflicts of interest and disclose as soon as practically possible any potential conflicts to the Group. Suppliers should act in the best interests of the Group and avoid situations where personal interests could interfere with their professional duties.
- We expect suppliers to mitigate appropriately against any real, potential or perceived direct or indirect conflict of interest through their work. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition, for example by creating a technical solution that locks in the supplier's own goods or services.

9.3. Combating anti-competitive practices

- The Group's Suppliers shall take all measures to prevent anti-competitive practices. In particular, they confirm they shall not participate in cartels and/or any anti-competitive agreement and/or abuse of a dominant position.
- They shall refrain from sharing sensitive information (customer files, marketing plans, commercial strategies, purchase or sale prices, etc.) with third parties and, in particular, with the Group's competitors. They are also advised to familiarise themselves with the applicable competition laws and regulations in each country in which they operate and to consult a specialist in that area if necessary.

9.4. Gifts and Hospitality

- Suppliers must exercise caution when offering or accepting gifts and hospitality to ensure they do not influence, or appear to influence, business decisions. Acceptable gifts and hospitality should be:
 - Of reasonable, modest, and symbolic value.
 - Given or received occasionally and transparently.
 - Under no circumstances gifts of cash or cash equivalents.
 - Compliant with all applicable laws and company policies.
- Any gifts received by Group employees may be shared out between Group employees, and will not necessarily be kept by the individual to whom they are given. In any event, all gifts should be of little financial value.
- Group Procurement may attend customer events if the event is an organised event and attended by other customers of the Supplier, does not require payment from the Group, and no tendering or bidding processes are ongoing at the time of the event, or it could appear to influence business decisions in anyway.

10. Confidentiality

Suppliers must protect the confidentiality of all proprietary information shared by the Group. This includes trade secrets, business plans, customer data, and other sensitive information. Suppliers should implement measures to safeguard this information and prevent unauthorized access or disclosure.

11. Monitoring and Compliance

11.1. Audits

The Group reserves the right to conduct audits and inspections of suppliers' facilities to ensure compliance with this Code. Suppliers must provide access to relevant records and cooperate with audit requests.

11.2. Corrective Actions

Suppliers must take prompt corrective actions to address any violations of this Code identified by the Group. This includes implementing measures to prevent recurrence and reporting on the progress of corrective actions.

11.3. Whistle Blowing

We are committed to maintaining the highest standards of integrity and transparency in all our business dealings. As part of this commitment, we encourage our suppliers to report any unethical, illegal, or improper conduct that they may encounter in their own organisation. We expect suppliers to have a comprehensive whistleblowing policy which allows employees to report any incidents or concerns anonymously, safely and without repercussion.

11.4. Training

Suppliers shall implement a system of training for their workers to ensure that they are aware of the requirements of this Code. Suppliers shall keep a record of all training offered and completed by their workers and shall make a copy of such record available to the Group on request.

11.5. Self-Monitoring and Reporting Breaches

Suppliers shall monitor their compliance with the Code and shall report any actual or suspected breaches of this Code as soon as possible to the Head of Global Procurement. Suppliers shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code, or who has sought advice regarding this Code.

12. Cyber Security

Suppliers must implement robust cyber security measures to protect sensitive information and systems from unauthorized access, breaches, and other cyber threats. This includes maintaining up-to-date security protocols, conducting regular security assessments, and promptly addressing any vulnerabilities. Suppliers are required to report any cyber security incidents to us immediately and cooperate fully in any subsequent investigations.

13. Reporting Violations

Suppliers and their employees are encouraged to report any violations of this Code to the Group through the designated reporting channels. Reports can be made anonymously and without fear of retaliation to protecteddisclosure@gus.global. The Group will investigate all reports and take appropriate action.

14. Acknowledgment

By signing below, the Supplier acknowledges receipt of this Supplier Code of Conduct and agrees to comply with its terms.

Supplier Name:

Global University Systems

Authorised Representative:

Karl Hyde

Head of Global Procurement

Signature:

Signature:

Date:

Date: June 2025