



# The Social Hub Supplier Code of Conduct

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|------------------|-----------------|
| Effective Date   | January, 2024   |
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| Owner            | TSH Procurement |



## Introduction to TSH

In the evolving landscapes of education, work, and hospitality, we emerge as a pioneering concept that seamlessly blends the boundaries between these realms. Gone are the days when hotels were merely a place to stay. The Social Hub (hereafter **TSH**) represents a ground-breaking fusion, offering a dynamic and innovative environment where students, travellers, and locals converge to create a vibrant community.

As a hybrid space that provides not only a room but also collaborative learning, cultural exchange, and a lively social scene, we reimagine the traditional notions of where we learn, stay, work and play.

## Our Ambition

We aim to continuously contribute to a better world. We believe that people, planet, profit, and purpose are key to what we stand for as a sustainable business. Our ambition can only be achieved with the cooperation of all our business partners and suppliers ("**Suppliers**"), meaning any person, company, corporation, or other entity that sells, or seeks to sell goods or services to TSH.

For that purpose, we have issued this Supplier Code of Conduct ("**Code**") which requires the Suppliers to commit to work in an ethical and sustainable way, meeting certain standards in the areas of ethical and sustainable business practices, and international standards. Together with our Suppliers, we strive to continuously improve within these fields.

## Conducting Ethical Business Practices

How we conduct ethical business practices underlines how we operate as an organisation and as a partner to our Suppliers. We work hard to minimise our negative environmental impact while maximising our social impact. This includes reducing our carbon footprint, establishing meaningful partnerships, and providing a safe environment in which our communities can flourish.

Therefore, all Suppliers must comply with this Code and ensure that our values are aligned. Through this Code, our Suppliers will agree to meeting high standards of environmental, social and governance requirements.

This Code also defines the desired attitudes and appropriate behaviour for our employees and business partners.

## Our Approach

Collaboration between TSH and Suppliers is founded on the principles of openness, honesty, and transparency, forming a robust business relationship. As a result, TSH takes the selection, evaluation, and continuous improvement of its Suppliers very seriously. This is best explained through a 3-step approach:

1. **Evaluation of Potential Suppliers:** Potential Suppliers will be evaluated through our Supplier Sustainability Survey, which will determine their present status, ambitions, and vision for a sustainable future and to evaluate their compliance with this code.
2. **Yearly Evaluation of Current Suppliers:** Our current Suppliers will be subject to yearly evaluation through our Supplier Reporting Platform to gain insight into sustainability developments.
3. **Addressing Negative Impacts or Risks:** Current Suppliers who display negative impacts or risks in their ESG performance may be required to engage in capacity building initiatives with TSH. As a baseline, we refer to the guidelines put forward in the World Favor monitoring platform, available to suppliers post-contract signing (pre-signing disclosure of requirements available upon request). This may involve further investigation,



collaborative road mapping, goal and expectation setting, and implementation of measures for continuous improvement.

We believe in continuous improvement, and open dialogue. Together with our business partners we want to create a collaborative environment where we all work towards a common goal. This vision holds sustainability at the core.

If a supplier has their own Supplier Code of Conduct, TSH may request a copy thereof to allow for better alignment between TSH and Supplier, for management of expectations, and for building a positive, sustainable relationship moving forward.

## **Incentives for Positive ESG Performance and Goals**

At TSH, we are committed to partnering with suppliers who demonstrate exemplary ESG (environmental, social, governance) practices that align with our values. Recognizing the challenges that suppliers may encounter in enhancing their performance, we have instituted a Social and Environmental Grant to incentivize and reward those who exhibit outstanding environmental and social responsibility. As part of our annual review process, we will evaluate your performance to determine eligibility for the grant, but please reach out at any time if you think you are eligible for this grant.

## **Scope**

Our Code of Conduct applies to all procurement and value chain activities involving TSH's Suppliers. Agreeing to the Code is integral to our contractual conditions. Business partners are responsible for complying to these principles no matter their role in the value chain process.

TSH is reliant on its Suppliers to adhere to the conditions set out below. These principles must be implemented, executed, and duly managed. TSH requires its Suppliers to comply with all applicable (local and international) laws and regulations (e.g., relating to the environment, employment conditions, and health and safety), international labour standards, the Modern Slavery Act, the ILO Fundamental Conventions, and the UN Declaration of Human Rights.

# **1. Ethics and Information Management**

### **1.1. Corruption, Bribery and Fraud**

The Supplier is required to comply with all relevant anti-corruption, anti-bribery, and anti-fraud laws. The Supplier shall keep up the highest standards of integrity in all its business interactions and will have a zero-tolerance policy towards corruption, bribery, and fraud in any and all forms.

### **1.2. Conflict of Interest**

The Supplier shall avoid any conflict of interest with TSH. In case of any situation that may appear to be a conflict of interest, the Supplier shall immediately inform TSH thereof.

### **1.3. Fair Competition**

The Supplier is required to comply with all relevant competition laws and shall not, in particular, fix prices or exchange pricing information with its competitor(s).

### **1.4. Data Security**

The Supplier commits to implementing and maintaining robust data protection procedures to safeguard its own data, the data of TSH, and personal information. The Supplier will ensure



compliance with in particular European and any other local and/or relevant international data protection regulations, directives, and legislation. Furthermore, the Supplier is expected to familiarize themselves with and respect the [TSH privacy notice](#).

### **1.5. Sanctions**

TSH does not do business with sanctioned entities or persons. The Supplier is required to declare any new or ongoing sanctions, including but not limited to any economic sanctions imposed by sovereigns, prior to signing and/or during the term of any contract with TSH. If you are sanctioned during the term of your contract with TSH, TSH may consider termination of the contract or business relationship with the supplier.

### **1.6. Whistleblowing Policy**

The TSH Whistleblowing policy can found on the TSH website. Please see Whistleblowing Policy.

## **2. Child and Forced Labour**

### **2.1. Forced Labour**

The Supplier will prohibit any forced, bonded, compulsory, involuntary or exploitative labour, slavery and trafficking. Employees will have the freedom to leave their employment on reasonable notice or terminate their contract. The necessary due diligence must be taken to determine there is no modern slavery or human trafficking in your operations and value chain. If this is requested by TSH, the Supplier is required to provide:

- Evidence of applicant/employee documentation.
- Evidence that all staff, including temporary workers, have a written contract of employment and have not had to pay any direct or indirect fees to obtain work.
- Evidence that all staff, including temporary workers, are being paid at least the legal minimum wage.
- Evidence that workers are not having wages deducted for accommodation, food or to repay any supposed debt.
- Details of how workers are informed of their statutory rights in their own language including sick pay, holiday pay and any other benefits they may be entitled to.

### **2.2. Child Labour**

The Supplier shall not employ any person below the applicable minimum legal age for employment in the relevant jurisdiction. Workers under the age of 18 shall not perform work likely to jeopardise their health or safety, including night shifts and overtime. Where people below the age of 18 are legally employed, the Supplier shall not involve them in hazardous activities.

## **3. Working Conditions**

### **3.1. Working Hours and Wage**

The Supplier must ensure that working hours must not exceed the maximum set by local law. Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.

### **3.2. Discrimination and Harassment**



The Supplier will not discriminate against employees or prospective employees in any way on grounds of race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices like wages, promotions, rewards, and access to training. The Supplier acknowledges to abide to norms following from local and international standards, such as, but not limited to, local Gender Equality Acts and European Convention on Human Rights.

### **3.3. Diversity and Inclusion**

The Supplier will actively contribute to a diverse and inclusive environment by offering all potential and current employees the same professional opportunities. The Supplier will ensure that it fosters a safe and welcoming environment for all.

## **4. Health and Safety**

### **4.1. Employee Health and Safety**

Suppliers must comply with all health, safety and security laws of the jurisdictions in which they do business. That said, Suppliers must prioritise the health and safety of their workers and stakeholders by:

- Providing a safe and healthy working environment.
- Conducting proper training and offering and requiring protective equipment to be worn.
- Identifying and mitigating workplace hazards.
- Having emergency response plans in place.
- Reporting and investigating any accidents or injuries.
- Limiting worker exposure to potential safety hazards.

## **5. Environment**

### **5.1. Environmental Policy and Reporting**

The Supplier shall establish a policy on environmentally friendly production and products. All staff must be informed about the environmental policy and its compliance. In addition, the Supplier will have sufficient reporting in place, which can easily demonstrate the progress it is making towards its environmental policy, or they will be willing to create a reporting structure, and/or will report via the Supplier Reporting Platform of TSH.

### **5.2. Energy, Carbon, Water and Waste**

The Supplier should have action plans in place to manage their environmental impacts, e.g. on energy, carbon, water, and waste. Where appropriate, the Supplier must also comply with additional environmental laws and requirements specific to their products and services.

The Supplier shall continuously monitor, measure and minimize its impact on the environment (in the production process and in the products itself), including but not limited to energy, carbon, water, and waste. We strongly encourage the use of sustainable, eco-friendly processes and products. In addition, the Supplier will have sufficient reporting in place, which can easily demonstrate the progress it is making towards its environmental policy, or the Supplier is willing to create a reporting structure, and/or will report via the Supplier Reporting Platform of TSH.

## **6. Value Chain Responsibility**



### **6.1. Responsible Sourcing of Materials**

The Supplier shall source products and services responsibly, and, if feasible, locally (defined as 80km from the next component of the supply chain, as per TSH's internal procurement process). The Supplier's suppliers are expected to follow all relevant national and local laws and regulations, including those related to labour, health and safety and environment. Suppliers should incorporate the use of materials with the lowest possible environmental impact, and they should be able to demonstrate their methodology, policy, and vision with regards to the product production if this information is requested by TSH.

## **7. Compliance With This Document**

To ensure the proper and effective implementation of this Code, the Supplier is expected to read and abide by the contents enclosed in this document. This means that the Supplier must always ensure compliance with or exceed the responsibilities and obligations described in this document. Furthermore, the Supplier must always act in full cooperation and complete honesty regarding any of the topics covered. Equally, the Supplier is expected to deliver the same form of honesty for any topics that fall outside of the scope of this Code, but that the Supplier believes are relevant to sustainability.

In the event of a request for evidence for any of the topics mentioned above, the Supplier is expected to comply fully and provide any proof that is requested from them. The Supplier is also expected to display behaviour that is compliant with the contents of this Code throughout their own value chain. This means using all reasonable efforts to ensure no agents or sub-contractors are non-compliant with the information in this document.

For an increased understanding on TSH's sustainability efforts and the responsibilities, obligations, and expectations we have in this regard, please refer to our policies.

## **8. Reporting Requirements**

In accordance with upcoming EU Corporate Sustainability Reporting Directive (CSRD), Suppliers will be required to comply with TSH's Supplier Reporting Platform. Reporting commencement, frequency and content are to be determined as per CSRD requirements and will be communicated by TSH to the Supplier.

## **9. Breach of This Supplier Code of Conduct**

TSH expects the Supplier to comply with all sections of this Code. TSH retains the right to stipulate a timeframe, ideally 6 months, for suppliers to rectify non-compliance with the Code, based on the severity of the breach.

TSH reserves the right to terminate or suspend the business relationship, a specific or all agreements with their partners and suppliers that are not able, or willing to, adhere with the requirements outlined in this Code. This applies particularly when the implementation of corrective actions does not remedy the situation, or where despite our efforts to use our leverage and cooperate with the supplier, no mitigation or remediations appear possible, and violations of this Code persist.