

**THE WAY WE CARE.**

Beiersdorf COMPLIANCE.

# PRINCIPLES FOR BUSINESS RELATIONS

CODE OF CONDUCT



VERSION 2023

**Beiersdorf**

## INTRODUCTION

At Beiersdorf we have been caring about skin since 1882. Our Sustainability Agenda CARE BEYOND SKIN is an integral part of our corporate strategy C.A.R.E.+ and guides our actions to deliver a positive impact on people, society and the environment.

This Code of Conduct for Business Partners ("Code of Conduct" or "CoC") represents the foundation for all cooperation between Beiersdorf and its Business Partners and replaces all previous versions of the Code of Conduct for Business Partners.

In this Code of Conduct, Beiersdorf defines the requirements that must be met by all of its global Business Partners including their affiliated companies. Such Partners are obliged to ensure that their subcontractors and suppliers along the supply chain also meet these requirements.

The cooperation between Beiersdorf and its Business Partners is based on a culture of trust, mutual respect, openness, a fair balance of reciprocal interests and equal opportunities. Both parties understand that complying with applicable laws and safeguarding social and environmental standards are the foundation for a lasting and successful cooperation.

As well as country specific statutes and official requirements, the following serve to reinforce and interpret the principles outlined below: the UN's Universal Declaration of Human Rights, the conventions of the International Labour Organisation (ILO), the OECD Guidelines for Multinational Enterprises, the principles of the UN Global Compact, and the general principles pertaining to Anti-Corruption and Competition Laws.

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# 1 COMPLIANCE WITH LAWS

Business Partners shall comply with all applicable laws and regulations of the country in which the company has its registered office as well as of countries in which operations are managed or services provided.

# 2 HUMAN RIGHTS AND WORKING ENVIRONMENT

## 2.1 PROHIBITION OF CHILD LABOR

The exploitation of children and child labor is prohibited. The minimum working age is 15 years. Should national laws require a higher age, this shall apply instead. The Business Partner must ensure that proof-of-age documentation is in place for all employees and that the rights of young employees are protected in compliance with the applicable laws and regulations.

As a general rule, young persons under the age of 18 years shall not work at night for a period of at least twelve consecutive hours, including the interval between ten o'clock in the evening and six o'clock in the morning. The minimum age for admission to any type of employment or work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety or morals of young persons (e.g., hazardous work), shall not be less than 18 years.

## 2.2 EXCLUSION OF HUMAN TRAFFICKING, FORCED LABOR AND DISCIPLINARY MEASURES

Business Partners, including their labor agents/agencies, must adhere to regulations prohibiting human trafficking – in particular for the purpose of all forms of modern slavery and forced labor – and comply with all applicable local laws in the countries in which they operate. Forced or involuntary labor is prohibited. This applies especially to any form of

forced labor exacted from a person under the threat of penalty (e.g., by withholding identification papers).

The service of an employee must be given willingly. Business Partners shall provide their employees with written employment contracts that shall comply with national regulations. Employees have the right to terminate their employment contracts after giving a reasonable notice period. The Business Partner must not engage in, support or allow any form of physical or psychological punishment, torture, inhumane or degrading treatment, mental or physical coercion, verbal abuse, harassment or threat.

### 2.3 OCCUPATIONAL HEALTH AND SAFETY

The Business Partner must, above all, be compliant with all applicable laws and regulations and maintain a proper Safety and Health management system that, together with all employees, works to prevent work-related illnesses and injuries.

It is expected that the management system is based on internationally recognized standards (e.g., ISO 45001) and that it fulfills the applicable requirements of the ILO Conventions; these include providing suitable working conditions that are safe and healthy for workers, being well-prepared for emergency situations, ensuring that employees receive adequate safety and health training and being equipped to promote a continual improvement process.

### 2.4 DIVERSITY AND EQUAL OPPORTUNITIES

All employees shall have the right to equal treatment, social benefits and equal opportunities. Any discrimination on the grounds of gender, color, race, age, religion or ideology, social class or origin, ethnic and national origin, caste, disablement, marital or family status, pregnancy and physical characteristics, membership of employee organizations including unions, political opinion, sexual orientation or any other personal characteristics, are prohibited.

This applies to employment, wages, access to further training, promotion, the ending of the employment relationship or retirement, among other things. Any form of harassment of employees must not be tolerated by the Business Partner.

### 2.5 WORKING TIME

Working hours shall comply with the applicable laws and the current industry standards; the more strict regulation shall apply. Weekly working hours should not regularly exceed 48 hours, in compliance with the applicable laws and regulations.

Overtime must be worked on a voluntary basis and may not amount to more than 12 hours per week. Every employee shall have the right to at least one free day (twenty-four consecutive hours) after six successive workdays.

Adequate vacation entitlement and maternity leave shall be provided, taking into account local statutory requirements.

### 2.6 REMUNERATION

Remuneration for regular working hours and overtime must comply with the applicable laws or the current industry standards; the more strict regulation shall apply. Local minimum wages must be adhered to. Insofar as these are not sufficient to cover living expenses, the Business Partner is obliged to pay remuneration that covers basic needs and living expenses. Remuneration and benefits must be based on job performance in a non-discriminatory manner and compensation has to be reviewed on a regular basis.

Unauthorized deductions or deductions in remuneration as a disciplinary measure are forbidden. Employees must receive all compensation as specified in law. The Business Partner must ensure that its employees receive transparent, detailed and regular information on the calculation of their remuneration. Remuneration must be paid on time, at regular intervals (at least monthly) and in accordance with the applicable laws and regulations.

Business Partners, labor agents/agencies or any other third party associated with recruitment must not require workers to pay recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, the money must be repaid. Those fees can include legal fees, passport and visa processing, medical exams, training and personal protective equipment.

## 2.7 FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING

In compliance with the applicable laws, the Business Partner must respect the right of the employees to establish organizations of their choice, to join them, to attend meetings and to conduct collective negotiations.

In situations where the rights to freedom of association and collective negotiations are limited by law, other opportunities must be granted for the independent and free union of the employees for collective negotiation.

The Business Partner must protect employee representatives against discrimination and ensure that they are able to fulfil their mission without fear of reprisal, interference, intimidation or harassment. Furthermore, the Business Partner must be granted free access to the workplaces of their colleagues in order to ensure that they are able to exercise their rights in a lawful manner.

## 2.8 LAND RIGHTS

Business Partners must respect land, forest and water rights of the people and communities affected by their operations and sourcing practices. All negotiations with regard to their property or land, including the use of and transfers of it, must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

Business Partners must not engage in any form of land-grabbing. All required environmental permits, approvals and registrations must be obtained, maintained and kept.

# 3 ENVIRONMENTAL PROTECTION

## 3.1 INTRODUCTION

Responsibility for the protection of human life and the environment is to be ensured by means of preventive actions and the application of environmentally friendly measures.

The Business Partner must comply with all applicable laws and local regulations concerning environmental impacts and protection, e.g., but not limited to energy, Greenhouse Gas (GHG) emissions, waste and water.

The Business Partner should aim to continuously reduce any kind of negative environmental impact of products and services and to source in a responsible and sustainable manner. Causing harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption that impacts natural bases for food, denies local access to clean drinking water or sanitary facilities or harms the health of a person must be avoided. Environmental awareness and training within the company have to be actively promoted.

The Business Partner shall be willing to enter into dialogue with Beiersdorf regarding the joint advancement of sustainability performance and share non-confidential environmental impact data if available.

## 3.2 EMISSIONS

Business Partners should monitor, track and document their emissions to air, water and soil from their facilities, as well as the wastewater generated by their operations in order to identify and improve aspects that they can control and influence. Targets to minimize greenhouse gas emissions should be set.

### 3.3 RESOURCE EFFICIENCY AND ENERGY CONSUMPTION

Business Partners should monitor, track and document their consumption of natural resources such as water and raw materials, as well as sources of energy, in order to identify and improve aspects that they can control and influence.

Business Partners should take appropriate steps and set targets to minimize the use of energy, as well as put in place energy saving strategies. Business Partners should implement a strategy to phase out fossil fuels for electricity generation and implement renewable energy strategies.

Business Partners should take appropriate steps and set targets to minimize their impact on water by reducing their water consumption and ensuring groundwater quality is maintained and improved. As far as possible, they should also foster water conservation in the basins where they operate.

Business Partners should take appropriate steps and set targets to promote a circular economy, especially by increasing the amount of recycled and recyclable materials in their processes.

### 3.4 WASTE MANAGEMENT

Business Partners should carry out a systematic program to identify and manage solid or liquid waste and set targets to minimize the production of waste.

Waste handling and disposal should be carried out in a sustainable way on the basis of the principle “avoid, reduce, reuse, recycle or recover”. Disposal methods with an adverse environmental impact in the longer term (e.g., landfill) should be avoided. Waste disposal into water streams is prohibited. Waste storage, disposal, import and export must be done in accordance with all applicable laws and regulations and in consultation with relevant authorities if necessary.

### 3.5 HAZARDOUS SUBSTANCES

Emergency measures covering soil or water contamination must be prepared. Operators and, if available, company emergency response teams must be regularly trained about hazards and countermeasures.

### 3.6 FOREST & BIODIVERSITY PROTECTION

Business Partners sourcing agricultural commodities should take appropriate steps to ensure that forests, biodiversity and high conservation value areas are protected throughout their operations and their entire supply chain. Deforestation or conversion of primary or secondary forests or natural ecosystems must be avoided. Good agricultural practices across the supply chain and towards farmers should be promoted.

## 4 BUSINESS INTEGRITY

### 4.1 ANTI-CORRUPTION

Any form of or attempt at corruption, including blackmail, bribery and other illegal practices, will not be tolerated and is strictly prohibited. The Business Partner must neither directly nor indirectly offer, promise, guarantee, demand or accept bribes or other unlawful incentives or rewards in order to obtain or retain business or gain other improper advantages. Furthermore, no inducements whatsoever may be offered or granted to any public official. Equally, no bribes or other undue advantages may be demanded or expected from the Business Partner.

### 4.2 DATA PROTECTION

The Business Partner must assist Beiersdorf in complying with the applicable data protection laws. In particular, the Business Partner must provide transparency regarding personal data processing activities that concern the products or services provided to Beiersdorf and ensure adequate technical and organizational protection measures.

### 4.3 FREE COMPETITION

The Business Partner must comply with the competition/antitrust legislation in force. In particular, the Business Partner must not enter into any anti-competitive agreements with competitors, suppliers or customers. If the Business Partner is in a dominant market position, this position should not be abused.



#### 4.4 INTELLECTUAL PROPERTY

The Business Partner, including any of its subsidiaries and affiliates, regardless of their jurisdiction, undertakes to respect all intellectual property belonging to Beiersdorf as well as to any third parties, in particular trademarks, patents, designs, domain names and copyrights as well as know-how and trade secrets and to comply with applicable intellectual property and trade secret laws.

The Business Partner is prohibited from using any of Beiersdorf's intellectual property including trademarks, patents, designs, domain names or copyrights without written permission.

#### 4.5 INTERNATIONAL TRADE LAWS

The Business Partner must comply with the respective customs import and export laws and regulations applicable to our business relationship.

The Business Partner must ensure that the business premises and the loading and shipping areas where products for Beiersdorf are produced, stored, prepared, loaded and transported are protected against unauthorized access within a safe and secure supply chain, and that all employees are reliable.

The Business Partner will abide by applicable international sanctions and export control restrictions. Any violation of these laws may have serious consequences, including business disruption and criminal prosecution.

#### 4.6 MONEY LAUNDERING

The Business Partner must only conduct business relationships with business partners of whose integrity they are convinced. The Business Partner must ensure that the applicable legal money-laundering provisions are not breached.

#### 4.7 TAXES

The Business Partner must comply with applicable tax laws. The Business Partner must not participate in artificial business practices or transactions that have been established purely for tax evasion purposes.

## 5 MANAGEMENT APPROACH

The Business Partner is not only expected to accept the standards defined in this Code of Conduct, but also to implement management systems in order to ensure compliance with all applicable laws and standards set forth in this Code of Conduct. This includes adequate procedures to deal with conflicts of interest. Employees, suppliers and subcontractors along the supply chain must be informed in an accessible manner about the content of this Code of Conduct and/or any relevant law affecting them. Obligations arising from this Code of Conduct or from national and international statutes may not be circumvented by contract, actively misleading employees or other comparable measures.

The Business Partner must keep adequate records to substantiate compliance with this Code of Conduct and national/international statutes. Furthermore, the Business Partner agrees that Beiersdorf may verify compliance with this Code of Conduct using measures deemed appropriate by Beiersdorf. Such measures may include e.g., reviewing the Business Partner's records related to compliance with this Code of Conduct, third-party sustainability assessments or third-party sustainability audits. In the spirit of partnership, Beiersdorf stands by its Business Partners in implementing this Code of Conduct. Should the Business Partners wish to receive support in any form, they are welcome to contact Beiersdorf at: [procurement.sustainability@beiersdorf.com](mailto:procurement.sustainability@beiersdorf.com).

## 6 BREACHES OF THE CODE OF CONDUCT

### 6.1 INDICATIONS OF BREACH OF THE CODE OF CONDUCT

In case of indications of non-compliance with the principles and requirements of the Code of Conduct, Beiersdorf reserves the right to demand information about the particular circumstances. The Business Partner shall make all reasonable efforts to provide sufficient information to Beiersdorf in a timely manner.

Should indications of severe breaches of this Code of Conduct (including but not limited to child labor or inhumane working conditions) arise, Beiersdorf may conduct unannounced inspections of the Business Partner's premises, either itself or by persons or organizations appointed by Beiersdorf. In such a case, the Business Partner is expected to provide access to its facilities and to ensure that its subcontractors and suppliers along the supply chain also provide access to their facilities at any time it is required.

### 6.2 REMEDYING A BREACH OF THE CODE OF CONDUCT

Should any breach of this Code of Conduct occur, the Business Partner shall ensure that the situation is immediately resolved (e.g., by terminating the employment of the individual involved or the business relationship with the respective subcontractor).

### 6.3 CONSEQUENCES OF A BREACH OF THE CODE OF CONDUCT

If any breach of the Code of Conduct occurs, Beiersdorf reserves the right to terminate the entire partnership and all existing business relationships if the Business Partner fails to remedy the situation or does not attempt to improve the situation within a reasonable period of time set by Beiersdorf.

Beiersdorf may terminate the entire partnership and all existing business relationships with the Business Partner with immediate effect if the breach (i) cannot be remedied,

(ii) causes irreparable damage to Beiersdorf or (iii) is of such severity that Beiersdorf cannot reasonably be expected to continue the business relationship until the contractually set end of the relationship or until the expiration of the notice period.

### 6.4. REPORTING A BREACH OF THE CODE OF CONDUCT

Beiersdorf provides an opportunity and expects the Business Partner and its employees to report any breach of this Code of Conduct or the applicable laws related to Beiersdorf and its brands in good time after learning of the breach. This also includes breaches committed by the Business Partner's subcontractors and suppliers along the supply chain. Such reports can be made as follows:

- by contacting the Business Partner's primary Beiersdorf contact
- via e-mail ([incidents\\_cases@beiersdorf.com](mailto:incidents_cases@beiersdorf.com)) or
- anonymously over the Beiersdorf incident reporting platform **Speak up. We care.**

The Business Partner is obliged to make this contact opportunity known within its company. Business Partners are expected to give their employees and third parties the opportunity to anonymously seek advice or report any compliance violations without fear of reprisal. The reporting platform provided by Beiersdorf can be used for this purpose. Business Partners must not tolerate any discrimination against anyone who reports any compliance violation.

## 7 AMENDMENTS

Beiersdorf reserves the right to amend the Code of Conduct based on a change in legislation or case law. Any such amendments to the Code of Conduct shall be notified to the Business Partner in writing and shall be deemed to be approved by the Business Partner if the Business Partner does not object within thirty (30) calendar days.

Beiersdorf will explicitly inform the Business Partner about the changes in a highlighted form, for example, by means of a synoptic comparison or by highlighting the changes



in bold type or by means of a supplementary sheet of information. At the beginning of the thirty (30) calendar day period, Beiersdorf will further explicitly inform the Business Partner of the consequences if the Business Partner does not object to the changes. Should the Business Partner object to the amended Code of Conduct, Beiersdorf shall be entitled to terminate the entire partnership and all existing business relationships with the Business Partner subject to a reasonable notice period.

## REFERENCES

Below are listed the most important principles, standards and conventions that served as a basis for the development of the Code of Conduct. These can be subject to changes beyond our control:

- The UN Universal Declaration of Human Rights
- The UN Global Compact Principles
- The OECD Guidelines for Multinational Enterprises
- International Labour Organization Conventions such as:
  - ILO Conventions on Worst Forms of Child Labour (C182), Minimum Age (C138) and Night Work of Young Persons (C079)
  - ILO Conventions on Forced Labour (C029) and Abolition of Forced Labour (C105)
  - ILO Convention on Occupational Safety and Health (C155)
  - ILO Conventions on Discrimination (C111) and Vocational-Rehabilitation and Employment (Disabled Persons) (C159)
  - ILO Conventions on Hours of Work (C001) and Weekly Rest (C014)
  - ILO Conventions on Remuneration (C026 and C131)
  - ILO Conventions on Freedom of Association and Collective Bargaining (C087, C098, C135 and C154)
  - ILO Convention on Human Resources Development (C142)
- The International Covenant on Civil and Political Rights
- The International Covenant on Economic, Social and Cultural Rights