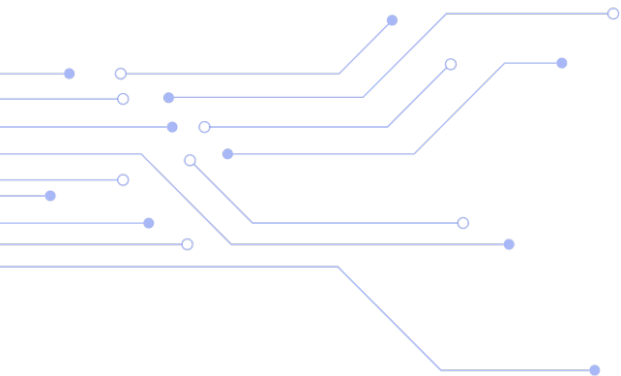


# Telehouse UK

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## Supplier Code of Conduct





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## Introduction

For more than 30 years, the Telehouse London Docklands data centre campus has been one of Europe's leading colocation and connectivity providers with more than 1000 carriers, ISPs and ASPs flowing into the campus.

Telehouse has achieved recognition as an industry leader delivering a reliable, resilient, and secure digital infrastructure for its customers. We strive to continuously deliver and uphold the highest service, ethical and professional standards and to supporting and being a responsible member of the communities in which we operate.

We select our suppliers based on their ability to meet our high standards of performance and we build strong relationships and partnerships based on integrity and mutual trust.

## Our Commitments

Telehouse is committed to ensuring that its sustainability commitments are at the forefront of its business practices in accordance with its ESG Roadmap and Strategy. We are embedding ESG best practice across our operations and adopting the highest standards to drive energy efficiency, foster green procurement, ensure effective resource management and reduce our carbon footprint. We are committed to conducting business in an ethical, social and environmentally responsive manner.

## Our Supplier Code of Conduct

These commitments are reflected in this **Supplier Code of Conduct** (the **Code**) which establishes the minimum standards that must be met by all suppliers of products and services to Telehouse. Our Code is aimed at providing our suppliers with specific guidelines in relation to ESG issues. This Code also outlines our expectations of our suppliers and will be used to evaluate and assess supplier compliance.

We have the right to modify this Code from time to time, and the most up to date version will be available on our website [www.telehouse.net](http://www.telehouse.net).



## Definitions

### **Conflict-affected or high-risk area**

Means areas identified by the presence of armed conflict, widespread violence or other risks of harm to people. Armed conflict may take a variety of forms, such as a conflict of international or non-international character, which may involve two or more states, or may consist of wars of liberation, or insurgencies, civil wars, etc. High-risk areas may include areas of political instability or repression, institutional weakness, insecurity, collapse of civil infrastructure and widespread violence. Such areas are often characterised by widespread human rights abuses and violations of national or international law.

### **ESG**

Means environment, social and governance.

### **Net Zero**

Means the complete negation of greenhouse gas (**GHG**) emissions produced by the Operations, either by reducing the quantities of GHG resulting from the Operations, and/or by offsetting those GHG emissions.

### **Operations**

Means the provision of Telehouse's services worldwide.

### **Representative**

Means the Supplier's suppliers, agents, and subcontractors who are involved in Telehouse's supply chain.

### **Supplier**

Means a company, partnership or individual that provides goods or services to Telehouse or one or more members of the Telehouse group of companies.

### **Worker**

Means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.



## Our Suppliers' Commitments

Our Suppliers, their workers and representatives must comply with this Code and ensure that they have appropriate systems in place to demonstrate and ensure continuous compliance.

Suppliers must also acknowledge that in the event that they breach this Code, Telehouse may consider terminating any or all of its agreements with the Supplier with immediate effect.

## Compliance with Laws and Regulations

Telehouse expects all its suppliers to ensure that they comply with all applicable laws and regulations where they operate and to meet the most stringent standards in the event of any conflicts with these laws, regulations or agreements, in addition to complying with the standards set out in this **Code**.

## Labour Conditions and Human Rights

We believe that everyone should be treated equally and fairly and we are wholly opposed to violations of human rights and unethical labour practices. We are committed to the International Labour Organisation (**ILO**) conventions and working with suppliers that share this commitment. Telehouse takes responsibility for infringements throughout its supply chain and expects its suppliers to do the same and to conduct due diligence to ensure that their operations do not infringe any of the laws or declarations below:

### Slavery, human trafficking and child labour

Our **Suppliers** shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

### Human rights

**Suppliers** shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the ILO's Declaration on Fundamental Principles and Rights at Work from time to time in force.

### Equal opportunities

Telehouse is an equal opportunities employer and **Suppliers** shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.



## Working environment

**Suppliers** shall provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws where it operates for all its employees. In addition, it will not support or require any hazardous labour to be performed by any person under the age of 18.

## Wages and remuneration

**Suppliers** must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- the minimum wage and benefits established by applicable law
- collective agreements, industry standards; and
- an amount sufficient to cover basic living requirements.

## Data Protection and Information Security

The security of our operations and protection of the privacy and integrity of all interested parties is of utmost importance to Telehouse.

Suppliers must comply with all applicable data protection laws and requirements when processing any personal data on Telehouse's behalf and have appropriate measures in place to:

- protect the integrity and confidentiality of information (including information belonging to or supplied by Telehouse held on its systems (which include physical and online or electronic systems));
  - ensure that there is no unauthorised access of the information by third parties, including their Representatives;
  - prevent any unauthorised access to any data which is, or it suspects may be, Telehouse customer personal data; and
- if they access Telehouse customer personal data, ensure that data is adequately protected at all times and in accordance with their contractual arrangements with Telehouse.

## Environmental Responsibility

Telehouse aspires to be a leader in environmental sustainability and is in the process of greening its entire supply chain.

Suppliers must ensure that:

- their operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- the goods they manufacture (including the inputs and components that they incorporate into their goods) comply with all applicable environmental laws and treaties; and
- they will only use packaging materials that comply with all applicable environmental laws and treaties.

Suppliers shall support Telehouse with any reasonable requests made by Telehouse as part of their efforts to become Net Zero, including but not limited to providing data on their Scope 1, 2 and 3 emissions.

### Workplace Safety

Telehouse is fully committed to the prevention of workplace injury, malpractice, and dangerous occurrences.

Suppliers are expected to uphold a consistently high level of quality of its products and services whilst ensuring compliance to applicable regulatory, quality and safety standards. The Supplier is also responsible for ensuring that the goods and services they procure in pursuit of fulfilling contractual requirements to Telehouse are done so in a responsible and ethical manner.

### Employee Screening

Telehouse may, at any time, request written evidence that Suppliers' employees, staff or contractors have the appropriate security clearance as required in any contract between Telehouse and the Supplier. It expects its Suppliers to provide the evidence requested within 3 working days.

### Records

Suppliers shall keep accurate and up to date written records in relation to all of the matters set out in this Code, and promptly make them available for inspection if required to support audit, compliance and certification requirements.

### Bribery and Corruption

Suppliers must comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption and the facilitation of tax evasion and must not accept, offer, promise, pay, permit or authorise:

- bribes, facilitation payments, kickbacks or illegal political contributions;
- money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- any other unlawful or improper payments or benefits.

Suppliers must avoid situations that create any actual or perceived conflict of interest, including in relation to family and friends and must have robust procedures in place to ensure that their processes for awarding contracts are carried out in accordance with the law and in a transparent manner.

### Unfair business Practices

Suppliers must comply with all applicable competition laws, including but not limited to those relating to teaming and information sharing with competitors, insider trading, price fixing and rigging bids.

### Conflict Materials

When supplying goods and/or services to Telehouse, Suppliers shall ensure that:

- they comply with all applicable local, national and international laws, guidance and codes of conduct when sourcing materials that may be from a conflict-affected or high-risk area that may be supplied to Telehouse as part of their goods and/or services;
- immediately inform Telehouse if they suspect materials in Telehouse's supply chain are from a conflict-affected or high-risk area; and
- where there is a risk that the Supplier may source materials from a conflict-affected or high-risk area, the Supplier as a minimum must ensure it complies with the OECD Due Diligence Guidance on Sourcing Minerals from Conflict-Affected and High Risk areas and ensure the following as set out in that Guidance:
  - it has a strong company management system to support supply chain due diligence;
  - it has a process to identify and assess risks in the supply chain;
  - it has strategy to respond to any identified risks;
  - carries out independent third-party audits of supply chain due diligence at identified points in the supply chain; and
  - reports on its supply chain due diligence.

### Training

**Suppliers** must 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 its workers and make a copy of these training records available to Telehouse on request.





## Certifying Compliance and Audit

At the request of Telehouse, **Suppliers** shall provide written confirmation to Telehouse that:

- they have appropriate systems in place to monitor their compliance with this **Code**; and
- they can comply with this **Code** for the duration of their relationship with Telehouse.

In addition to the written confirmation, Telehouse may **conduct** audits and inspections to verify the **Supplier's** compliance with this **Code**. Telehouse has no obligation to **conduct** these audits or inspections.

## Self-monitoring and Reporting Breaches

**Suppliers** must monitor their compliance with the **Code** and report in writing any breaches (actual or suspected) of this **Code** to their usual Telehouse contact as soon as possible.

**Suppliers** shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this **Code** or questionable behaviour, or who has sought advice regarding this **Code**.

## Breach, Remediation and Termination

Where Telehouse becomes aware of a breach of this Code by the Supplier or its workers, Telehouse may either:

- immediately terminate its business relationship with the Supplier (including any contracts); or
- require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to Telehouse within 30 days of request. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, Telehouse may immediately terminate its business relationship with the Supplier (including any contracts).

Where Telehouse becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, Telehouse may either:

- terminate its business relationship with the Supplier (including any contracts); or
- require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy the incident with that Representative within a reasonable time, Telehouse may immediately terminate its business relationship with the Supplier (including any contracts).

## Compliance Certificate

As required by The Telehouse Supplier Code of Conduct (Code), [SUPPLIER] certifies that:

- we are complying with the requirements in the **Code** as of [DATE].
- we have appropriate systems in place to ensure our own and our **suppliers'** continued compliance with the **Code**.

Signed by:

Signed: .....

[Name of signatory] on behalf of [Supplier].

Date: .....

Please send a copy of this certificate to Telehouse to either **Address:** FAO: Head of Procurement, Telehouse International Corporation of Europe Ltd, Building 3, Thomas More Square, London E1W 1YW; or **Email:** FAO: Head of Procurement [procurement-tie@uk.telehouse.net](mailto:procurement-tie@uk.telehouse.net)