

**THIS IS BEYOND GROUP'S
SUPPLIER CODE OF CONDUCT**

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AGREED TERMS

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About this Code

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers across its global supply chain are of paramount importance to This Is Beyond Limited, its Group Companies and Events (“**This is Beyond**”). These core principles are reflected in this Supplier Code of Conduct (“**Code**”), which establishes the minimum standards that must be met by any business or entity that supplies products or services to the This is Beyond.

In this Code:

Supplier: means a company, partnership or individual that provides goods or services to This is Beyond .

Associates: means the Supplier's suppliers, vendors, agents and subcontractors who are involved in This is Beyond’s supply chain.

Who Must Comply With This Code?

The Supplier must comply with this Code and must ensure that its workers are aware of this Code and comply with it.

In addition, as set out in paragraph 8.3, the Supplier must include in its agreements with Associates provisions that require Associates to comply with the applicable provisions of this Code.

1. Standards of Compliance

- 1.1 In carrying out its agreement(s) with This is Beyond, This is Beyond strongly encourages the Supplier to comply with the standards set out in this Code and all applicable laws and regulations where it operates. This Code is not intended to be legally binding save for legally binding applicable laws, statutes, regulations and codes but compliance with this Code will inform This is Beyond decisions concerning the best Suppliers to work with.
- 1.2 If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Code, the Supplier shall meet the most stringent legally binding standard contained in any of them.

2. Updating this Code

This is Beyond has the right to modify this Code from time to time on giving the Supplier at least 30 days' notice in writing, which includes email.

3. Workforce Issues

3.1 **Slavery, Human Trafficking and Forced Labour.** The Supplier 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 together with This is Beyond's policies on this subject. 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, or prison labour.

3.2 **Human Rights.** The Supplier 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 International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.

3.3 **Equal Opportunities.** This is Beyond is an equal opportunity employer. The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

3.4 **Freedom of Association and Collective Bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

3.5 **Working Environment.** The Supplier shall:

- (a) 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; and
- (b) not support or engage in, or require any hazardous labour to be performed by any person under the age of (18) or the applicable law if higher. Hazardous labour involves any work, that by its nature or the circumstances in which the work is undertaken, involves a substantial risk of harm to the safety or health of the worker if adequate protections are not taken.

3.6 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- (a) the minimum wage and benefits established by applicable law;
- (b) collective agreements;
- (c) industry standards; and
- (d) an amount sufficient to cover basic living requirements.

4. Information Security and Data Protection

4.1 Without prejudice to the agreement(s) between This is Beyond and the Supplier, the Supplier shall have in place appropriate measures to:

- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by This is Beyond held on its systems (which include physical and online or electronic systems); and
- (b) ensure that there is no unauthorised access of the information by third parties, including its Associates.

4.2 The Supplier shall comply with all data protection laws and requirements when processing any personal data on This is Beyond's behalf.

5. Environmental Responsibility

5.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and hazardous and toxic material handling;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties; and
- (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

5.2 This Is Beyond strongly encourages the Supplier to have in place a suitable environmental management system for managing its environmental risks. Suppliers should seek to have a system to include and address the following:

- (a) an assessment of the environmental impact of all historical, current and likely future operations;
- (b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
- (c) measures to reduce the use of all raw materials, energy and supplies; and
- (d) raising awareness and training employees in environmental matters.

6. Bribery and Corruption

6.1 The Supplier must maintain the highest ethical standards and shall comply with all applicable laws, statutes, codes, and regulations relating to the prevention of bribery and corruption together with This is Beyond's policies on this subject. To that end and without prejudice to any agreement between This is Beyond and the Supplier, the Supplier shall not accept, offer, promise, pay, permit or authorise:

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

7. Unfair Business Practices

The Supplier shall comply with all applicable competition laws including but not limited to those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

8. Sourcing and Managing of Associates

8.1 Where possible when assessing the Supplier's performance against the requirements set out in this paragraph 8, This is Beyond shall consider the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.

8.2 Where possible the Supplier shall carry out appropriate due diligence of its prospective Associates that will form part of This is Beyond's upstream supply chain. Suppliers should seek to carry out due diligence to include the following:

- (a) investigations into prospective suppliers' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment; and
- (b) risk assessments for countries from which materials, components, or finished goods are sourced.

8.3 Where possible when dealing with Associates, the Supplier shall:

- (a) ensure that all agreements with Associates include provisions that require the Associates to comply with applicable provisions of this Code;
- (b) ensure that it has measures to monitor that those Associates are complying with those compliance-related provisions; and
- (c) pay its Associates promptly, with the maximum payment period being 30 days.

9. Training

9.1 The Supplier shall implement a system of training for its employees and Associates (see paragraph 8) to ensure that they are aware of the requirements of this Code.

9.2 The Supplier shall keep a record of all training offered and completed by its employees and Associates (see paragraph 8) and shall make a copy of such record available to This is Beyond on request.

10. Self-Monitoring, Proof of Compliance and Audit

10.1 The Supplier shall monitor its compliance with the Code and shall report any non-compliance (actual or suspected) of this Code as soon as possible to "contact@thisisbeyond.com".

10.2 The Supplier shall provide any certifications that are required to demonstrate compliance with all applicable laws and frameworks within 30 days of a written request from This is Beyond.

10.3 The Supplier shall not retaliate or take disciplinary action against any Supplier employee or Associate that has, in good faith, reported non-compliance with this Code or questionable conduct, or who has sought advice regarding this Code.

10.4 On written request by This is Beyond the Supplier shall provide written confirmation that:

- (a) it has appropriate systems in place to ensure its and its Associates' (see paragraph 8) compliance with this Code; and
- (b) it is able to comply with this Code for the duration of its relationship with This is Beyond.

10.5 In addition to the written confirmation at paragraph 10.4, This is Beyond may conduct audits to verify the Supplier's compliance with this Code. This is Beyond has no obligation to conduct such audits.

11. Breach, Remediation and Termination

11.1 Where This is Beyond becomes aware of any non-compliance (actual or prospective) by the Supplier or its Associates (see paragraph 8) of the Code, This is Beyond may:

- (a) immediately upon written notice terminate its business relationship (including any purchase orders and purchase contracts) with the Supplier; or
- (b) require the Supplier to produce a remediation plan that will lead to compliance with the Code and present it to This is Beyond within 30 days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, This is Beyond may immediately upon notice terminate the commercial relationship with the Supplier (including any purchase orders and contracts between them). This is Beyond may in its absolute discretion provide the Supplier or its Associates (see paragraph 8) with support and resources to assist with remediation. This is Beyond may also suspend the commercial relationship with the Supplier while remediation is ongoing.