

A STAR ALLIANCE MEMBER 



# Supplier Code of Conduct



TAPGROUP



# Supplier Code of Conduct





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# 01. Introduction

Among the main objectives of the TAP Group, one is to carry out its business in accordance with high standards of integrity, committed to achieving and promoting sustainable development throughout the entire supply chain, while creating value continuously, and offering a quality service to all customers.

The solidity of such action depends on the conduct of all our employees, as well as on the conduct of those with whom we interact. Thus, we shall interact with suppliers, service providers and other business partners in an ethical, transparent manner, and we require them to also comply with such values, while fully complying with the law.

As we believe that a transparent, socially responsible relationship between TAP Group Companies and our Suppliers must be based on robust, clear, previously defined principles, we have developed this Supplier Code of Conduct (hereinafter the "Code" or the "Code of Conduct"), which will be an integral part of all agreements, contracts and commercial relationships established with any entity supplying or intending to supply goods or services to any TAP Group Company (hereinafter the "Supplier" or "Suppliers").

<sup>1</sup> "TAP Group" means, collectively, TAP – Transportes Aéreos Portugueses, SGPS, S. A., Transportes Aéreos Portugueses, S. A., Portugalia – Companhia Portuguesa de Transportes Aéreos, S. A., TAPGER – Sociedade de Gestão e Serviços, S. A., UCS – Cuidados Integrados de Saúde, S. A., and TAP Logistics Solutions, S. A. Any of these companies is, in this Code, referred to as a "TAP Group Company."

## 02. Safety and well-being in the workplace

Suppliers undertake to:

- Fully comply with applicable legislation on health and safety at work;
- Provide all workers with safe, fair working conditions, and a healthy work environment;
- Ensure that all workers work in workplaces that are safe, hygienic, and do not pose risks to their health and safety. Clothing and personal protective equipment that promote safety and prevent risk of accidents or incidents at work or other harmful effects on workers' health must be provided, whenever required, at no cost for workers.

## 03. Human Rights and Labour Practices

Suppliers undertake to support fundamental human rights, declaring and ensuring that their workers fully enjoy all rights and duties established in the current legislation of the countries where they operate and in International Conventions without any restrictions.

This guarantee applies to all employees, including those on temporary work or internships and to service providers, and shall be extended to any subcontracted entities.

**Freedom of employment** | The creation of free employment will be respected, while it is prohibited to support or be involved in any way in using forced or compulsory labour and in human trafficking, paying special attention to migrants and other vulnerable groups.

**Prohibition of child labour** | No Supplier shall use child labour. The mandatory age and minimum education level in the respective countries of operation shall always be complied with. All applicable legislation and regulations regarding work of minors shall be complied with.

**Working hours** | Working hours shall comply with applicable laws and regulations for all workers. The provision of additional work shall be voluntary whenever possible, and shall not be required as a standard practice, nor may it constitute a way of replacing insufficient regular wages, and shall always be remunerated in accordance with national law and with the provisions set out in Collective Agreements.

**Remuneration and benefits** | Workers shall earn salaries, subsidies and other social benefits, at least equal to what is established in applicable law and regulations. No deductions from wages shall be made without the worker's authorization, except those permitted by legislation or by Collective Agreements.

**Non-discrimination** | Discrimination in hiring practices, employment, access to training, career progression or any other employment condition shall be prohibited, so that all workers enjoy equal opportunities and treatment, regardless of race, age, gender, disability, pregnancy, religion, belief, political option, union membership, sexual orientation, origin, nationality, marital status, or any other conditions that may be defined by contract or protected by applicable law.

**Free Association and Social Dialogue** | Suppliers shall respect their workers' freedom of association and collective bargaining, establishing social dialogue, free from any reprisals or discrimination, allowing workers the right to information, consultation and participation.

**Work-life balance** | Suppliers shall create the necessary conditions to foster the appropriate balance between workers' professional and private lives.

**Prohibition of workplace harassment** | Workers shall be treated with dignity and respect, and the application of physical punishment, threats of violence, and any other forms of moral or sexual harassment are strictly prohibited.

Suppliers shall fully comply with the TAP Group's Good Conduct Policy for Preventing and Combating Workplace Harassment as set forth in the link available in the section 8 of this Code.

**Training and reskilling/upskilling** | Workers shall be given the opportunity to participate in professional training and/or reskilling/upskilling programmes, with a view to ensuring their good professional performance and their qualification for work, duly taking into account each individual's needs.





## 04. Integrity and Ethics in Business

Suppliers undertake to comply with the principles set out below, ensuring they will be followed in their relationships with all their stakeholders.

**Compliance with Applicable Legislation** | Suppliers shall comply with all laws and regulations applicable to their business, as well as with the standards of the industry in which they operate. Whenever the provisions of this Code are more stringent than applicable local, national or international law, Suppliers shall comply with this Code. Should there be any conflict between the requirements set out in this Code and the requirements under any applicable local, national or international law, Suppliers shall comply with the legislation applicable to their business.

**Conflict of Interest** | Suppliers have the obligation of acting in good faith and with transparency, excluding any personal interests, those of a family member, partner, close friend, or any public or private entity with which they keep a personal, employment, professional or other relationship.

Suppliers shall implement the appropriate processes for identifying and preventing conflicts of interest.

Suppliers shall immediately disclose any actual or potential conflict of interest related to its business with the TAP Group.

**Anticorruption** | The TAP Group has zero tolerance for any type of infringement of anti-corruption laws. Such infringement could destroy the image and reputation of TAP Group Companies, in addition to possibly generating civil and criminal liability for TAP Group Companies and the employees involved. Therefore, the TAP Group requires that all its Suppliers are aware and fully comply with such laws.

Suppliers shall not offer or accept bribes, induce or allow any other party to provide or receive bribes on their behalf, nor induce other parties, including TAP Group Companies, to infringe any applicable anti-corruption or anti-bribery laws during the performance of their work on behalf of, or with, other parties, including TAP Group Companies.

Suppliers shall adopt reasonable practices in preventing all forms of bribery, shall support anti-corruption efforts, and shall observe the TAP Group's Anti-Corruption Policy as set forth in the link available in the section 8 of this Code.

**Courtesies** | Gifts, travels, accommodation, meals and entertainment activities are, in some cultures, courtesies that help strengthen relationships between companies. As a rule, the TAP Group allows that certain courtesies may be offered and accepted, as long as the respective values do not exceed 150 Euros (one hundred and fifty Euros), and are not intended to inappropriately influence the recipient.

Suppliers shall not offer, accept or solicit any gift, entertainment, accommodation, meal, travels, giveaway or any other courtesy that could indicate, or lead a third party to reasonably conclude, that there is an intention to unduly influence decisions or compromise the objectivity of their business.

**Money Laundering and the Financing of Terrorism** | The TAP Group is absolutely committed to preventing any type of act that could constitute an offence related to money laundering or the financing of terrorism. Therefore, the TAP Group requires that all its Suppliers are aware of and fully comply with such laws.

Suppliers shall not engage in or assist third parties in money laundering, financing of terrorism or any other financial crimes.

**Economic Sanctions** | The TAP Group is absolutely committed to complying with regulations relating to economic sanctions, and to import and export controls imposed by national or supranational bodies or governments. Therefore, the TAP Group requires that all of its Suppliers are aware of and fully comply with such regulations, and comply with the economic sanctions and applicable import and export control standards.

Suppliers shall ensure that they, their employees, agents, and any of their subcontractors are not listed or targeted by regulations on economic sanctions, and that they will not make TAP Group Companies infringe such regulations.

**Fair Competition** | The TAP Group adopts fair competition practices, accepting and complying with the operating rules of a market economy, as well as with the rules of competition law. Therefore, the TAP Group requires that all its Suppliers are aware of and comply with such laws.

**Intellectual Property and Confidential Information** | Suppliers shall comply with intellectual property rights and respect the confidential information of TAP Group Companies. "Confidential Information" means any and all information relating to any TAP Group Company and/or any of its shareholders, either direct or indirect, as well as any other information to which it has access, which is not public or that becomes part of the domain public for a reason other than its disclosure — to the public or to third parties — in violation of the confidentiality obligation provided for herein or under contract.

**Protection of Personal Data** | The TAP Group complies with the legislation in force regarding the protection of personal data, and requires that all its Suppliers are aware of and comply with such laws, as well as comply with the TAP Group Privacy Policy available at <https://www.flytap.com/pt-pt/privacy>.

## 05. Environment

The TAP Group recognizes that sustainability is an important axis all across the board, both to its performance and competitive position in the market, defining its lines of action with a focus on the efficient management of natural and social resources.

Believing that protecting the environment is everyone's responsibility, the TAP Group seeks to integrate environmental matters into all of its activities. Thus, Suppliers shall:

- Fully comply with applicable environmental legislation and regulations, and establish procedures and practices for identifying environmental aspects, with a view to continuous improvement of its environmental performance;
- Promote the rational use of natural resources, improve energy efficiency, and make every effort to reduce, cease or prevent the emission of polluting gases into the atmosphere, as well as the production of waste;
- Ensure regular measurement and monitoring of its environmental performance, seeking to promote continuous improvement of its environmental performance through the implementation of best practices;
- Adopt measures that ensure that the amount of waste generated gradually decreases or ceases, while giving priority to the reuse and recycling of materials, whenever possible;
- Take into account the environmental track-record and performance of their own suppliers in their supply chain, and require them to comply with a minimum set of environmental standards.



## 06. How to Report Irregular Situations: The TAP Group's Whistleblowing Channel

The TAP Group encourages the reporting of disrespectful, inappropriate, fraudulent, unethical or illegal behaviour.

Should any of our Suppliers witness or become aware of any conduct that breaches the law or this Code, it may report it, providing all information that can help investigate the situation, through the TAP Group Whistleblowing Channel available at: <https://tapairportugal.integrityline.com/>

The TAP Group ensures full confidentiality and non-retaliation with respect to all reports made in good faith, so don't be afraid to speak out!

## 07. Compliance and Conformity with the Code of Conduct

Suppliers undertake to complying with and enforce the principles laid down in this Code.

When using suppliers and subcontractors in projects/contracts with TAP Group Companies, Suppliers shall ensure that they comply, equally and fully, with the principles contained in this Code.

From a perspective of continuous improvement, Suppliers and/or their own, respective subcontractors undertake to take part in monitoring activities of TAP Group Companies within the scope of alignment with this Code.

Such activities include authorizing access by TAP Group workers or others on its behalf to their facilities, as well as monitoring visits, access to information and documents on the management of its activity related to the topics covered under this document, and which help assess compliance with the provisions thereof.

Such activities may result in a repair or corrective action plan, agreed between both parties, whenever any non-compliance with the guidelines of this Code is found.

In case of non-compliance or suspected non-compliance with this Code, and without prejudice to any other rights, the respective TAP Group Company may terminate the possible contract with the Supplier without incurring any liability towards such Supplier.



Suppliers shall be held liable to the respective TAP Group Company for any damage, costs, harm, expenses, and loss that the respective TAP Group Company incurs, resulting from non-compliance or defective fulfilment of the obligations taken up herein.

## 08. Useful links

**Web site:**

<https://www.tapairportugal.com/pt>

<https://www.ucs.pt/>

<https://www.portugalia-airlines.pt/>

**TAP Group's Code of Ethics and Conduct:**

<https://www.tapairportugal.com/pt/sobre-nos/manuais>

**TAP Group's Whistleblowing Channel:**

<https://tapairportugal.integrityline.com>

**TAP Group's Anti-Corruption Policy:**

<https://www.tapairportugal.com/en/about-us/manuals>

**TAP Group's Good Conduct Policy for Preventing and Combating Workplace Harassment:**

<https://www.tapairportugal.com/en/about-us/manuals>

**Privacy Policy:**

<https://www.flytap.com/pt-pt/privacidade>





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01	05.02.2021
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