



# **Group Supplier Code of Conduct**

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## **Background and purpose**

Lowell's mission - to make credit work better - is the core of our business, and it is underpinned by our ethical and effective Credit Management Services. Our commitment to and appreciation for the impact of ethics, across our business, generates better results and returns for all our stakeholders – better outcomes for clients, consumers, our people and our investors.

Lowell's mission requires that we do things differently, that we break new ground without breaking rules. Our values guide everything we do as a business and as individuals working in 'the Lowell way' – they help to ensure we achieve a perfect balance between people and process and that we do everything on fair terms.

Therefore, we also want to work with Suppliers who share our commitment to ethics and fair practices. We are aiming at building reliable and trust-worthy partnerships.

By entering an agreement with Lowell, the Supplier confirms its commitment to the values, principles and undertakings set out hereunder. The Supplier will at all times during the term of the agreement between us, comply with this Supplier Code of Conduct in all countries it operates by implementing the principles of this Supplier Code of Conduct in its organisation. It is the responsibility of the Supplier and any sales intermediary to ensure that its employees, affiliates and subcontractors are informed of the content and comply with the requirements set out herein and to implement relevant control mechanisms to verify and document its compliance with the same. Lowell expects the Supplier to follow this Supplier Code of Conduct even where it sets out higher standards than required by national law.

Lowell may update this Supplier Code of Conduct from time to time and will inform the Supplier of any material change.

## **1 General**

Our Supplier Code of Conduct reflects the legislation applicable in the countries that Lowell operates and it will be reviewed regularly to reflect any changes.

Suppliers and sales intermediaries are expected to monitor that the requirements set out in this Supplier Code of Conduct are duly met. They will implement and maintain appropriate management systems for such monitoring. Such management systems must reflect the nature and scope of the Supplier's operations.

The Supplier is expected at all times to be compliant with all laws, regulations and official requirements applicable to them.

## **2 Protection of Human & labour rights**

The Supplier must respect international human rights. The Supplier will not violate or contribute to the violation of human rights. Should they nevertheless occur, the Supplier

shall take appropriate action to remedy such violations immediately on becoming aware of them.

Lowell will only work with Suppliers who meet the minimum criteria bellow.

### **2.1 No Forced Labour or Abusive Practices**

The Supplier must have zero tolerance towards forced labour, slave labour or other non-voluntary labour, including trafficking.

The Supplier must take all necessary measures to ensure the safety of its employees.

The Supplier shall protect its employees from physical, sexual, emotional or verbal harassment or abuse by refraining from such abuses, providing protective measures to detect such abuses, and taking proper action in situations where such abuses have or may have occurred.

The Supplier must ensure that employees are treated fairly and they are under no circumstances subject to corporal punishment or unlawful detentions, violence, or threats.

### **2.2 No child labour**

Respecting international human rights includes that the Supplier will not engage child labour against ILO Convention and applicable law.

Any work that is considered dangerous or heavy duty will not be performed by employees under the age of 18.

### **2.3 Freedom of Association**

Employees must have the right to freedom of association and collective bargaining in accordance with laws of the country of employment.

### **2.4 Non-discrimination and Equal Opportunities**

The Supplier will support equal opportunities of employees, protection of vulnerable groups, and support diversity in all its forms.

The Supplier must not tolerate discrimination or harassment (both physically or psychologically) based on any protected characteristics including ethnicity, national origin, disability, gender, gender identity, sexual orientation, religion, unionisation, employee representation, political affiliation, parenthood, age or any other similar characteristic.

The Supplier must provide equal opportunities to all employees in every aspect of employment, including recruitment, hiring, job assignment, promotion, and termination.

### **2.5 Fair Wages and Benefits**

The Supplier must (i) provide all employees with at least the minimum wage; (ii) respect limits to working hours; and (iii) ensure overtime hours are in accordance with applicable law.

Employees with the same qualifications, experience and performance must receive equal pay for equal work.

The Supplier shall have written employment contracts in place with all of its employees. Employment contracts must be drafted in a manner that employees understand the terms of employment and termination pursuant to applicable law.

## **2.6 Safety at Work**

The health and safety of employees must be of importance to the Supplier. The Supplier must provide its employees a healthy and safe working environment, in accordance with international standards and national law. Considerations regarding mental health of employees must be taken into account as a part of a healthy working environment.

The Supplier shall take appropriate measures to prevent any work-related injuries and accidents. Such events shall be investigated by the Supplier and recorded for future examination and learning.

The Supplier must sufficiently inform the employees regarding health and occupational safety respectively, have in place appropriate policies and shall give appropriate training to its employees.

## **2.7 Embargoes and economic sanctions**

Appropriate measures must be taken by the Supplier to ensure that transactions with third parties do not contravene applicable (inter)national sanctions regulations or economic embargoes or regulations on trade, import and export controls or to combat the financing of terrorism are violated.

## **2.8 Combating money laundering and terrorist financing**

The fight against money laundering and the financing of terrorism is an international legal obligation and appropriate measures must be taken by the Supplier for risk identification and risk-oriented prevention.

## **2.9 Protection of assets and property**

Any form of fraud and other conduct detrimental to the assets of Lowell and third parties is condemned.

Any form of fraud or asset damaging (such as money laundering, theft, fraud, breach of trust, tax evasion or embezzlement) is prohibited, regardless of whether it damages the Lowell assets or the assets of third parties.

## **2.10 Data protection**

Where the Supplier provides services to Lowell which involve the processing of personal data, whether as a controller or a processor, the Supplier complies with all applicable data protection and privacy legislation including without limitation, the General Data Protection Regulation and the UK General Data Protection Regulation.

## **2.11 Business Continuity Management**

Where appropriate, a risk-based business continuity management framework must be put in place to ensure the continued delivery of services to the Lowell Group.

## **2.12 German Act on Corporate Due Diligence Obligations in Supply Chains**

Where services are being provided to Lowell entities within Germany:

- the due diligence obligations and requirements arising from the German National Act on Corporate Due Diligence Obligations in Supply Chains must be implemented by the Supplier in all aspects within the legal deadlines for implementation, this includes addressing the human rights and environmental expectations of this declaration of principles with their own Direct suppliers in the meaning of the aforementioned Act.
- the Supplier must ensure access to the Lowell Complaints Procedure to the Supplier's employees and relevant stakeholders and require the Supplier's own direct suppliers to provide access to the Lowell Complaints Procedure to their employees.
- if a breach of the Supplier Code of Conduct standards is identified in connection with the provision of services, the relevant Relationship Manager at Lowell must be informed immediately. In addition, an external reporting channel is available to report information to Lowell, either with the name of the reporting person or in the form of an anonymous report. The whistleblowing system and procedures are designed to protect the whistle blower. Reporting can be accessed via <https://www.bkms-system.com/lowell>

## **3 Fair and corruption-free operations**

### **3.1 Anti-corruption**

Lowell requires the Supplier to act with high integrity and ethical standards. This includes that the Supplier will not tolerate any corruption or abuse of power in its activities.

The Supplier must not accept any improper or corrupt payments such as gifts, donations, hospitalities, business courtesies, entertainment, travels or other inappropriate payments from a customer, government official or a third party. The Supplier must not offer such improper payments.

The granting or acceptance of monetary gifts or inadmissible acceleration payments in the context of business relationships must be rejected as a matter of principle.

The Supplier must take appropriate measures for preventing financial crime such as corruption, fraud, extortion, tax evasion, sanctions violations and money laundering. The Supplier must conduct reasonable due diligence in all its business arrangements to prevent such violations.

### **3.2 Anti-facilitation of tax evasion**

Lowell is committed to zero tolerance towards the criminal facilitation of tax evasion. As such, we expect our Suppliers not to engage in any activity which evades tax or facilitates or may facilitate the evasion of tax by any other associated person. Lowell has robust procedures in place to prevent tax evasion and the facilitation of tax evasion and expect all parties acting with us or for us to adopt a similar approach.

### **3.3 Conflict of Interest**

The Supplier must take effective measures to avoid, or when necessary mitigate, possible and actual conflicts of interest. In case of possible or actual conflicts of interests the supplier will immediately disclose and communicate it to Lowell.

### **3.4 Fair Competition and Business Practices**

The Supplier shall be committed to fair competition and must comply with all applicable competition and anti-trust laws. This includes agreeing not to enter into discussions or agreements with competitors regarding price-fixing, market sharing, bid rigging or other similar activities.

### **3.5 Whistleblowing**

The Supplier's employees and workers must be given the opportunity to report violations of national whistleblowing laws without fear of reprisal or negative consequences. Legal requirements for whistleblowing must be fully implemented and made available to employees and workers in accordance with national requirements.

## **4 Respecting the environment**

The goal of responsible use of environmental resources and environmentally conscious procurement management shall be actively pursued.

The Supplier shall minimize negative environmental impacts in a precautionary manner and seek sustainable solutions. The Supplier will identify, assess and manage environmental risks in order to reduce environmental impacts including greenhouse gas emissions, consumption of water and waste.

Electronic and hazardous waste must be recycled without harming the environment and with respect to human rights.

The procurement of raw materials shall not directly or indirectly finance criminal groups or violate human rights.

The Supplier must comply with environmental legislation and applicable requirements, and provide evidence of its compliance.

## **5 Audits**

In order to ensure and demonstrate compliance with the standards within this Supplier Code of Conduct, evidence may be provided by suppliers, service providers, subcontractors or intermediary business partners upon Lowell's request.

In the event that Lowell determines that these Supplier Code of Conduct standards are not being met in all respects, necessary action shall be taken by the Supplier (and/or if

relevant, it's service providers, subcontractors or intermediary business partners) in a timely manner.

If a violation of these Supplier Code of Conduct standards listed is identified in connection with the provision of services for Lowell, the responsible Relationship Manager at Lowell must be informed immediately.

Lowell, its representatives, or public regulatory or supervisory authorities, and in the case of Germany, Lowell's clients, are entitled to audit the Supplier to verify compliance with the requirements of this Supplier Code of Conduct.. The right to audit covers the Supplier, its affiliates and subcontractors. Lowell is entitled to use third-party auditors, provided that they are not the Supplier's direct\_ competitors. Lowell will notify the Supplier 14 days in advance of an audit. Audits carried out by public authorities may be performed without notice.

The Supplier must cooperate and participates in the audit by providing all necessary information, access, and reasonable assistance.

Lowell and the Supplier will each bear its own costs of the audit, including preparing for and participating in the audit. If an audit reveals that Supplier is or has been in breach of this Supplier Code of Conduct, the Supplier shall bear the costs of such audit.

## **6 Concluding Remarks**

If the Supplier has any questions or concerns relating to the interpretation or meeting of the requirements of this Supplier Code of Conduct, the parties agree to proactively discuss the matter. Should the Supplier or its subcontractors have acted in conflict with this Supplier Code of Conduct or have brought Lowell in conflict with this Supplier Code of Conduct, the Supplier agrees to inform Lowell immediately and the parties shall agree on mitigating actions.

Breach of the Supplier Code of Conduct is considered a material breach of the agreement between Lowell and the Supplier, which may entitle Lowell to terminate for cause.