

SUPPLIER CODE OF CONDUCT

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INTRODUCTION

easyJet takes its Corporate Responsibility and compliance obligations very seriously. These are fundamental to delivering our ambition and therefore influence everything we do.



COMMITMENT

We want to do the right thing for our customers, our people, our partners, the communities in which we operate and the environment.

This is very important to the continued success of the business.

Everyone who has a relationship with easyJet expects the airline to act responsibly and continue to improve.



SCOPE



easyJet's suppliers have an important role in delivering our ambition, and we strive to ensure that our suppliers have aligned views on Corporate Responsibility and compliance. On the next page is easyJet's Supplier Code of Conduct, which all easyJet's suppliers must follow.

If you plan to use subcontractors to deliver some or all the services to easyJet (and where our approval is necessary), you must ensure they follow this Code of Conduct. You can achieve this by including a clause in your subcontract agreements that requires your subcontractors to adhere to this Code.

easyJet may utilise third-party risk and ESG assessment tools, and apply a risk-based supplier segmentation approach, to monitor compliance with this Code.

SUPPLIER CODE OF CONDUCT

1. Supplier shall comply with all laws applicable to it and its operations. Where the requirements of such applicable laws and this Code differ, or are in conflict, the Supplier shall comply with the highest standard consistent with applicable laws
2. Supplier shall provide clean, safe and healthy working conditions for its employees, agents and contractors, including by implementing a health and safety policy
3. Supplier shall ensure fair treatment, equality of opportunity and diversity in the workplace in terms of recruitment, progression, remuneration and conditions of work, irrespective of gender, race, colour, language, disability, political opinion, age, religion, or national or social origin
4. Supplier shall ensure that workers are treated with respect and dignity, and it shall not tolerate any degrading treatment towards workers, such as mental or sexual harassment, discriminatory gestures, language or physical contact that is sexual, coercive, threatening, abusive or exploitative
5. Supplier shall allow consultative work-place structures and associations which provide employees with an opportunity to present their views to management
6. Supplier shall respect internationally recognised human rights, including those expressed in the United Nations International Bill of Human Rights, and the internationally recognised rights and principles set out in the International Labour Organisation's Core Conventions, Protocols and Declaration on Fundamental Principles and Rights at Work.
7. Supplier shall conduct its business consistently with the United Nations Guiding Principles on Business and Human Rights
8. Supplier shall, by reference to the standards referred to in this Code;
 - > strictly prohibit any form of slavery, exploitation, child abuse, or human trafficking in its operations and supply chain in relation to any person. It shall not employ or use any form of illegal child labour, forced, bonded or compulsory labour;

- > strictly prohibit the use of any premises under its control, including hotel or self-catering accommodation and transportation of any kind, in relation to the exploitation or trafficking of any person, whether or not they are an employee of the supplier.

Where reasonably required, Supplier shall at all times have a written policy in relation to such matters and shall ensure the policy's effective implementation within its organisation.

9. Supplier shall comply with all applicable in-country anti-bribery, anti-corruption and anti-fraud laws and regulations, including adhering to the UK Bribery Act (2010) and the UK Economic Crime and Transparency Act. The supplier shall not solicit, accept, offer, provide or authorise bribes of any kind, either directly, or indirectly, and shall not make illegal facilitation payments or kickbacks. Supplier shall not make any payments or give anything of value (including gifts or hospitality) to any person in connection with easyJet's business in order to improperly influence any person.

Supplier shall maintain effective anti-bribery/corruption and anti-fraud programmes designed to ensure compliance with applicable anti-corruption laws and regulations.

10. Supplier shall ensure that any gifts or hospitality offered or received by its employees or contractors, or in any way connected with easyJet's business, are reasonable, and not likely to be perceived as intended to influence business decisions or to obtain a business advantage. If no Policy exists, the supplier shall follow easyJet's Policy limits.
11. Supplier shall be firmly opposed to all forms of money laundering and shall only conduct business with partners involved in legitimate business activities with funds derived from legitimate sources. Supplier shall take steps to prevent and detect any illegal form of payments and prevent its financial transactions from being used by others to launder money. easyJet may utilise third-party data sources (e.g. Dun & Bradstreet) to assess supplier financial stability and risk exposure.

12. Supplier shall be firmly opposed to all forms of tax evasion and shall conduct business so as to be compliant with applicable tax laws. Supplier shall not, and shall take appropriate steps to ensure its employees, partners and third parties that act for the Supplier do not, facilitate tax evasion.

14. Supplier shall take steps to ensure that no entity or person subject to United Nations¹ European Union² UK³ or other applicable sanctions laws and regulations. (the "Sanctions") is involved in or unlawfully benefits from the Supplier's operations, including its supply chain, and to prevent involvement in any transaction prohibited by applicable sanctions laws and regulations. The Supplier has implemented, maintains and enforces

¹ For a list of persons and entities designated as subject to United Nations sanctions, see <https://www.un.org/securitycouncil/sanctions/information>

² For a list of persons and entities designated as subject to European Union sanctions, see <https://sanctionsmap.eu/#/main>

³ For a list of persons and entities designated as subject to UK sanctions, see <https://www.gov.uk/government/publications/the-uk-sanctions-list>

adequate policies and procedures (including systems and controls) designed to ensure compliance with the Sanctions, by the Supplier and its directors, officers, employees or agents.

14. Neither the Supplier nor any person or entity which owns or controls (directly or indirectly) the Supplier is subject to Sanctions.
15. The Supplier is not subject to any investigation or enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority in any jurisdiction in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.
16. Supplier shall ensure that its private interests (e.g. politics/religion/family/ other business interests) do not interfere or compete with its contractual or other obligations to easyJet and will promptly put its easyJet business contact on notice of any interest which conflicts with the interests of easyJet at any time that this becomes apparent.

17. Supplier shall interact with competitors in an honest and professional manner and not cause or be part of any breach of applicable competition laws and regulations, such as illegal cooperation on pricing and illegal market sharing.

18. Supplier shall encourage the efficient use of energy, water and materials, promote the protection of the environment, preserve biodiversity, seek to prevent pollution and other environmental harm, work to reduce its environmental impact and minimise waste.

19. Supplier shall measure and report their carbon footprint and work to reduce their impact on climate change, take actions to adapt to climate change and consider its exposure to climate-related risk.

20. Supplier shall support the social and economic well-being of local communities in respect of local traditions, customs, cultures and law and take account of the impact of its operations on the local community.

21. The Supplier shall promote sustainable procurement practices and operations among its supplier base and integrate environmental issues in supply chain management. Suppliers may be required to complete an EcoVadis assessment as part of easyJet's ESG monitoring approach.

22. Supplier shall ensure that where it has access to easyJet premises and/or systems, it is aware of and has or will implement appropriate measures to protect against Insider Threats and shall engage with easyJet where any Insider Threat issue is identified.

23. Suppliers may be subject to ongoing monitoring and periodic reassessment by easyJet to ensure continued compliance with this Code.

REPORTING CONCERNS TO EASYJET

We provide a confidential whistleblowing "Speak Up Speak Out" website for our suppliers and employees. If you or a member of your team wish to report any concerns regarding business ethics, Modern Slavery, Human Rights or other ethical issues, they can do so in confidence here:

<https://secure.ethicspoint.eu/domain/media/enuk/gui/106399/index.html>



Document details

Title: Supplier Code of Conduct

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Document Owner: Chris Evans

The policy has been through a governance process and the Management Board agreed for the Supplier Code of Conduct to be published.

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This document is subject to change and a new SCC will be issued when appropriate