

TELLU AS

Policy

Supplier and Partner Code of Conduct

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Supplier and Partner Code of Conduct

Field	Value
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Approved	See eQMS

1. Purpose

This Supplier and Partner Code of Conduct sets Tellu AS's minimum requirements for responsible, ethical, secure and sustainable business conduct. The Sustainability Policy and this Supplier and Partner Code of Conduct constitute Tellu's overarching framework for responsible business conduct and due diligence in accordance with the Norwegian Transparency Act, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the United Nations Guiding Principles on Business and Human Rights.

The Code is intended to increase transparency and responsible practices throughout Tellu's value chain, protect people and data, reduce adverse environmental impacts and support effective prevention, mitigation, follow-up and remediation of adverse impacts.

2. Scope

This Code applies to suppliers, partners, sub-processors and other business relationships that:

- provide products or services to Tellu;
- incorporate, integrate, distribute, resell or otherwise use Tellu products or services as part of their own products, services or solutions;
- market or represent Tellu or Tellu products and services; or
- otherwise contribute to the development, delivery, operation, implementation or support of products and services provided by or associated with Tellu.

The Code applies to the relevant activities of these organisations and to their board members, management, employees, hired personnel, contractors and others acting on their behalf. Each supplier or partner shall apply equivalent requirements to relevant sub-suppliers, subcontractors and other business relationships in its value chain, using a risk-based and proportionate approach that reflects the nature, scale, context and risks of the activities.

This Code establishes Tellu's minimum requirements. Applicable laws and regulations, contractual obligations, and Tellu requirements and instructions also apply.

Where this Code, applicable law, and contractual requirements address the same matter, the supplier or partner shall comply with the requirement that provides the stronger protection against adverse impacts, to the extent permitted by applicable law. If there is uncertainty or an apparent conflict between this Code and an agreed contract, the parties shall discuss in good faith how the requirements should be applied. Mandatory applicable law shall prevail. Pending resolution, neither party shall be required to act in breach of applicable law or the agreed contract.

The manner and extent of implementation shall be proportionate to the nature, size and complexity of the supplier's or partner's operations, its role in relation to Tellu, and the severity and likelihood of the relevant risks. Requirements stated as applicable or relevant apply only to the extent reasonably connected to the products, services or activities associated with Tellu.

This Code does not transfer Tellu's statutory obligations to the supplier or partner. Each party remains responsible for compliance with the laws applicable to its own operations. The supplier or partner shall provide reasonable cooperation and relevant information necessary to support Tellu's legal and contractual obligations.

3. Responsibility

Role	Responsibility
Board of Directors	Approves this Code as part of Tellu's overarching framework for responsible business conduct and due diligence.
CEO	Document owner and accountable for implementation. Authorised to establish, approve, maintain and revise supporting procedures, standards, guidelines, work instructions, forms and records.
CGRCO	Responsible for maintaining the Code, coordinating risk-based due diligence and supplier and partner evaluation and follow-up, and reporting material matters through Tellu's governance processes.
Supplier or Partner Management	Accountable for communicating, implementing and monitoring this Code within the organisation and relevant value chain, and for ensuring that sufficient resources, competence and authority are available to maintain conformity.
Supplier or Partner	Responsible for complying with this Code, applying equivalent requirements to relevant sub-suppliers and other business relationships, maintaining evidence of conformity, reporting material concerns and nonconformities without undue delay, and cooperating with Tellu's evaluation and follow-up activities.

4. References

- TLU-POL-003 Sustainability Policy
- TLU-SOP-004 Supplier Management
- TLU-SOP-016 Sustainability Due Diligence Procedure
- TLU-SOP-012 NC / CAPA
- TLU-FRM-008 Supplier Evaluation Form
- TLU-POL-004 Control of Outsourced Processes
- TLU-SOP-007 Resource Management Procedure
- TLU-SOP-008 Risk Management
- TLU-SOP-015 Infrastructure & Work Environment
- TLU-FRM-015 Hardware Vendor Questionnaire
- TLU-POL-007 HSE Policy
- TLU-POL-008 Employee Code of Conduct
- Norwegian Transparency Act (Åpenhetsloven)
- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct
- OECD Due Diligence Guidance for Responsible Business Conduct
- United Nations Guiding Principles on Business and Human Rights
- United Nations Sustainable Development Goals, with priority given to SDG 3, 8, 12 and 13
- United Nations International Bill of Human Rights
- ILO Declaration on Fundamental Principles and Rights at Work and the ILO Core Conventions
- Applicable information security, privacy, environmental, labour, anti-corruption, competition, sanctions and export control legislation

5. Definitions and abbreviations

Term	Definition
Adverse impact	An actual or potential negative effect on human rights, decent working conditions, the environment or responsible business conduct.

Business relationship	A supplier, partner, sub-processor, contractor, sub-supplier, subcontractor, distributor, reseller, integrator or other entity connected to the development, provision, integration, distribution, marketing, operation or support of products or services provided by or associated with Tellu.
Due diligence	A risk-based process to embed responsible business conduct, identify and assess adverse impacts, cease, prevent or mitigate them, track results, communicate how impacts are addressed and provide for or cooperate in remediation where appropriate.
Key supplier or partner	A supplier or partner designated by Tellu for enhanced evaluation or follow-up based on relevance, dependency, criticality or risk.
Remediation	Measures intended to restore affected persons or the environment, as far as possible, to the situation that would have existed had the adverse impact not occurred.
Salient risk	A human-rights risk prioritised based on severity, including scale, scope and irremediability, with likelihood considered when prioritising potential impacts.
Requirement terminology	“Shall” indicates a mandatory requirement. “Should” or “is expected to” indicates a recognised good practice to be considered and implemented where relevant and proportionate. “Where applicable” or “where relevant” means that the requirement applies when required by applicable law, the applicable contract, or the nature of the relevant activities or risks. A good-practice expectation does not create a mandatory obligation unless it is also required by applicable law or the applicable contract.

6. Requirements

6.1 General compliance and responsible business conduct

The supplier or partner shall comply with applicable laws and regulations in every location where it conducts business. It shall maintain governance arrangements and management systems proportionate to its size, complexity and risk environment, and allocate sufficient competence and resources to implement this Code.

Accurate and relevant information shall be issued about business operations. Marketing shall be responsible, and competition shall be fair and ethical. The supplier or partner shall appoint one or more management representatives accountable for implementation and oversight of this Code.

Senior management or an appropriately authorised management representative shall periodically review the effectiveness of the arrangements used to meet the material requirements of this Code and ensure that sufficient resources, competence and authority are available.

6.2 Risk-based due diligence

The supplier or partner shall conduct risk-based due diligence for responsible business conduct in relation to its own operations and the relevant products, services, activities, value-chain relationships and business relationships associated with Tellu.

The nature and extent of the due diligence shall be proportionate to:

- the nature, size and complexity of the supplier’s or partner’s operations;
- its role and relationship with Tellu;
- the nature and context of the relevant activities;
- the severity and likelihood of actual or potential adverse impacts; and
- its ability to exercise leverage over relevant business relationships.

The supplier or partner may integrate the due-diligence process into existing governance, risk-management, compliance, procurement, sustainability or management-system processes. A separate Tellu-specific due-diligence system is not required, provided that the existing arrangements offer substantively equivalent protection and allow the relevant requirements of this Code to be assessed.

As applicable and proportionate to the relevant risks, the supplier or partner shall:

- embed responsible business conduct in relevant policies, governance arrangements and decision-making processes;
- identify and assess actual and potential adverse impacts connected to its own operations and the relevant products, services, activities, value-chain relationships and business relationships associated with Tellu;
- prioritise adverse impacts based primarily on severity and, for potential impacts, likelihood;
- cease activities that cause adverse impacts and implement reasonable measures to prevent or mitigate potential impacts;
- use available leverage to prevent or mitigate adverse impacts directly linked to its operations, products or services through a business relationship;
- define proportionate actions, responsible owners, implementation periods and escalation criteria;
- track the implementation and effectiveness of actions;
- communicate relevant information about how material adverse impacts are addressed; and
- provide for or cooperate in appropriate remediation where it has caused or contributed to an adverse impact.

The supplier or partner is not expected to guarantee the conduct of independent third parties. The supplier or partner shall, however, take reasonable and documented steps to identify, prevent, mitigate and follow up material adverse impacts within the relevant parts of its value chain, taking account of its relationship with the relevant third party and its ability to exercise leverage.

Due-diligence assessments shall be reviewed:

- at a frequency proportionate to risk;
- when significant changes to operations, products, services, locations or business relationships may affect the risk profile;
- following a material incident or significant adverse impact; and
- when relevant new information indicates that the existing assessment or measures may no longer be adequate.

The supplier or partner shall maintain evidence appropriate to the nature and level of risk. Evidence may include risk assessments, policies, contractual controls, supplier evaluations, corrective-action plans, management-system records, certifications, assurance reports or other substantively equivalent documentation.

Due diligence under this section does not transfer Tellu's statutory obligations to the supplier or partner. Each party remains responsible for compliance with the laws applicable to its own operations and shall provide reasonable cooperation necessary to support the other party's applicable legal and contractual obligations.

6.3 Human rights and decent working conditions

The supplier or partner shall respect internationally recognised human rights, including the rights expressed in the United Nations International Bill of Human Rights, the ILO Core Conventions and the United Nations Guiding Principles on Business and Human Rights. Human-rights considerations shall be integrated into governance, risk management and business decisions.

Assessments shall consider affected stakeholders and, where relevant, groups that may face heightened vulnerability or barriers to raising concerns, including temporary, migrant or contracted workers, indigenous peoples, local communities, vulnerable end users and persons potentially affected by digital services and technologies.

6.3.1 Freedom of association and collective bargaining

The right to freedom of association and collective bargaining shall be recognised and respected in accordance with applicable law. Worker representatives and trade union members shall not be discriminated against, intimidated or subjected to retaliation, and lawful representative functions shall not be obstructed.

6.3.2 Forced labour, slavery and human trafficking

No direct or indirect forced, bonded or compulsory labour, slavery or human trafficking is permitted. Employment shall be voluntary and free from threats or undue pressure. Workers shall be free to leave employment after reasonable notice, and shall not be required to lodge deposits, identity documents or work permits as a condition of employment.

6.3.3 Child labour and young workers

Child labour is prohibited. A child is a person below the higher of 15 years, the age for completing compulsory education or the legal minimum working age. Persons under 18 shall not perform hazardous work or work harmful to their health, safety or development. If child labour is identified, the supplier or partner shall act immediately, protect the interests of the child and implement responsible remediation.

6.3.4 Equality, dignity and non-discrimination

Equal opportunity and diversity shall be promoted. Direct or indirect discrimination, harassment, degrading treatment, threats, abuse or exploitation are not permitted. Workers shall be treated with respect and dignity, and employment decisions shall be based on legitimate and objective criteria.

6.3.5 Employment conditions, wages and working time

Workers shall receive a written and understandable employment contract before work begins. Wages, benefits, deductions, working hours, rest and leave shall comply with applicable law and relevant industry standards. Wage deductions shall not be used as a disciplinary measure. Employment records shall be accurate and available for verification where legally permitted.

6.3.6 Health and safety

A healthy, safe and secure working environment shall be provided. Hazards shall be identified, risk assessed, mitigated and monitored. Relevant information, training and protective equipment shall be provided. Systems shall be maintained to record, investigate and learn from injuries, occupational disease, near misses and emergencies.

6.4 Grievance mechanisms, speaking up and remediation

The supplier or partner shall maintain accessible, predictable, equitable and confidential channels through which workers, contractors and other affected stakeholders can raise concerns about human rights, working conditions, corruption, the environment, security, privacy or this Code. Anonymous reporting shall be enabled where appropriate and legally permitted.

Persons who raise concerns in good faith shall be protected from retaliation. Concerns shall be assessed impartially, handled promptly and documented. Where the supplier or partner has caused or contributed to an adverse impact, it shall provide for or cooperate in legitimate remediation and corrective action. Operational grievance mechanisms shall not restrict access to judicial or other legitimate remedies.

6.5 Security and privacy

The supplier or partner shall protect Tellu's information and its own relevant information throughout the lifecycle. Security and privacy measures shall be proportionate to risk and comply with applicable laws, contracts and Tellu requirements. Effective processes shall be maintained for reporting, managing and learning from security and privacy events and incidents.

6.6 Environment and climate

The supplier or partner shall comply with applicable environmental laws and internationally recognised standards, apply a precautionary approach to environmental and climate challenges, and continuously improve environmental performance. Relevant impacts shall be identified and managed across operations, products, services and supply chains.

Where relevant, measurable environmental objectives shall be established, monitored and reviewed to demonstrate continuous improvement.

The supplier or partner shall comply with applicable environmental laws, identify and manage material environmental impacts, and maintain controls proportionate to relevant risks.

Where relevant to its operations, products, services or relationship with Tellu, the supplier or partner is expected to establish measurable environmental objectives and consider measures to:

- measure and reduce greenhouse-gas emissions;
- improve energy and resource efficiency;
- prevent pollution and responsibly manage chemicals and hazardous substances;
- reduce waste and promote reuse, repair, recycling and circular practices;
- protect biodiversity, water and other natural resources;
- support environmentally preferable technologies and solutions; and
- provide relevant environmental data and evidence upon reasonable request.

6.7 Responsible minerals and raw materials

Where relevant to products or services provided to Tellu, the supplier or partner shall maintain a written responsible sourcing approach for minerals, metals, batteries and other raw materials associated with elevated social or environmental risk. It shall identify origin and relevant supply-chain actors to the extent reasonably necessary for risk-based due diligence, avoid knowingly sourcing conflict minerals or unsustainably mined materials, and provide supporting information upon request.

6.8 Business integrity

6.8.1 Anti-corruption, bribery and fraud

Applicable anti-corruption, bribery and fraud laws shall be followed. No improper advantage, service, payment or incentive may be offered, promised, given, requested or accepted, directly or through an intermediary. Policies, controls, training and reporting mechanisms shall be maintained to prevent and detect misconduct.

6.8.2 Gifts and hospitality

Gifts and hospitality shall be modest, transparent, infrequent, lawful and linked to a legitimate business purpose. Cash and cash equivalents are prohibited. Gifts and hospitality shall be avoided during tender competitions, contract negotiations and award decisions. Tellu shall pay travel expenses for its own employees and representatives unless otherwise agreed in writing for a legitimate purpose.

6.8.3 Money laundering

The supplier or partner shall maintain reasonable controls to prevent involvement in money laundering, terrorist financing or related financial crime, and shall comply with applicable laws and reporting duties.

6.8.4 Competition

Competition shall be fair and ethical. Applicable competition and antitrust laws shall be followed, and anti-competitive agreements, collusion and improper exchange of competitively sensitive information are prohibited.

6.8.5 Sanctions and export controls

Applicable sanctions, export controls and trade restrictions shall be followed. Reasonable screening and control measures shall be maintained to prevent prohibited transactions and dealings with sanctioned countries, territories, entities or persons.

6.8.6 Conflicts of interest

Actual, potential or perceived conflicts of interest involving Tellu shall be avoided where possible and disclosed without undue delay. Appropriate measures shall be agreed to manage the conflict transparently.

6.9 Value-chain management and traceability

The supplier or partner shall communicate requirements equivalent to the material principles of this Code to relevant sub-suppliers, subcontractors and other business relationships, using contractual terms, supplier standards, policies or other appropriate measures. The extent of such flow-down and follow-up shall be risk-based and proportionate to the nature of the relevant activities, the risks involved, the supplier's or partner's relationship with the relevant third party, and its ability to exercise leverage.

The supplier or partner is not required to guarantee the conduct of an independent third party but shall take reasonable and documented steps to identify, prevent, mitigate and follow up material adverse impacts within the relevant parts of its value chain connected to the products, services or activities associated with Tellu.

The supplier or partner shall, on a risk-based and proportionate basis, monitor implementation of the relevant requirements, follow up identified risks and material nonconformities, and maintain documented corrective action plans where appropriate. A material nonconformity or significant adverse impact within the relevant value chain that is connected to products, services or activities associated with Tellu shall be notified to Tellu without undue delay.

Where a relevant third party commits a material breach, the supplier or partner shall use available leverage to prevent or mitigate the adverse impact and to seek effective corrective action or remediation. Where these efforts are unsuccessful, the supplier or partner shall assess whether the relationship should be suspended, replaced or terminated, taking into account the severity of the impact, the supplier's or partner's involvement, its available leverage, the feasibility of alternative arrangements, and the reasonably foreseeable adverse consequences of disengagement.

6.10 Competence and implementation

The supplier or partner shall ensure that personnel whose work may materially affect conformity with this Code have appropriate competence based on relevant education, training or experience. Relevant personnel shall receive information, guidance and training appropriate to their responsibilities and the nature and level of risk.

The supplier or partner shall integrate the material requirements of this Code into relevant governance, procurement, contracting, product development, service delivery, operations, change management and business-relationship processes.

The manner and extent of implementation shall be proportionate to the nature, size and complexity of the supplier's or partner's operations, its role in relation to Tellu, and the severity and likelihood of the relevant risks.

The supplier or partner may demonstrate conformity through its own code of conduct, policies, management systems, certifications, contractual controls or other appropriate evidence, provided that these offer substantively equivalent protection and allow Tellu to assess conformity with the relevant requirements. Tellu will not require unnecessary duplication of substantively equivalent controls or evidence.

Where reasonably requested, the supplier or partner shall explain how its equivalent controls address the material requirements of this Code. If a requirement cannot reasonably be implemented as written, the supplier or partner shall notify Tellu and may propose an alternative measure that provides substantively equivalent protection. Any alternative accepted by Tellu shall be documented.

6.11 Evaluation, information and reporting

Suppliers and partners designated by Tellu as key or higher risk shall, upon request and normally no more than annually, confirm conformity with the material requirements of this Code or disclose identified material nonconformities and corresponding corrective actions. Other suppliers and partners may be evaluated at a frequency proportionate to risk and business relevance.

The confirmation may be approved by an authorised representative with appropriate responsibility, knowledge and authority. Formal board or senior-management approval is not required unless justified by the nature or severity of the risk or required by applicable law or contract.

Upon reasonable written request, the supplier or partner shall provide accurate and timely information relevant and proportionate to:

- the identified risk;
- the products, services or activities associated with Tellu; and
- Tellu's applicable legal or contractual obligations.

Information may be provided through questionnaires, policies, certifications, audit or assurance reports, summaries, mappings to equivalent controls, or other appropriate evidence.

The supplier or partner is not required to disclose information where disclosure would violate applicable law, legal privilege, data-protection requirements, information-security obligations or binding confidentiality obligations. Where full disclosure is restricted, the supplier or partner shall inform Tellu of the restriction and cooperate in good faith to provide an appropriate alternative, such as:

- redacted information;
- aggregated or anonymised data;
- independent assurance;
- certification;
- a summary of relevant findings; or
- confirmation by an authorised independent third party.

The supplier or partner may demonstrate conformity through existing policies, management systems, certifications, assurance reports or other substantively equivalent evidence in accordance with Section 6.10.

Information received by Tellu shall be handled in accordance with applicable law, contractual confidentiality obligations, and Tellu's information-security and privacy requirements.

6.12 Notification

The supplier or partner shall notify Tellu in writing and without undue delay of:

- a suspected or confirmed material breach of this Code;
- a significant adverse impact connected to products, services or activities associated with Tellu;
- a material nonconformity within the relevant value chain that may affect Tellu; or
- a material change reasonably expected to affect the supplier's or partner's ability to fulfil its obligations to Tellu.

Notification is not required for routine organisational, operational or technical changes that do not materially affect the relationship with Tellu, the relevant risk profile or the supplier's or partner's ability to meet applicable requirements.

The notification shall, to the extent known and legally permitted, describe:

- the nature and scope of the matter;
- the products, services, activities or business relationships affected;
- actual or potential adverse impacts;
- immediate containment or protective measures;
- planned investigation and corrective action; and
- the contact responsible for follow-up.

The supplier or partner shall provide reasonable updates until the material matter has been addressed. Where information is restricted by applicable law, legal privilege, security requirements or binding confidentiality obligations, the disclosure limitations and alternative assurance arrangements in Section 6.11 apply.

Notification under this section does not constitute an admission of liability.

6.13 Monitoring and audit

Tellu may, on a risk-based basis, evaluate conformity with this Code through questionnaires, relevant policies and records, certifications, independent assurance reports, meetings or audits. Where reasonably practicable, Tellu shall first use existing evidence and remote assessment methods before requesting an on-site audit.

Tellu shall take reasonable account of current certifications, independent assurance reports and other substantively equivalent evidence before requesting additional documentation or audit activities.

Any audit shall:

- be relevant to the products, services or activities associated with Tellu;
- have a defined and proportionate scope;
- be conducted by Tellu or an appropriately qualified independent auditor acting on Tellu's behalf;

- be conducted during normal business hours and on reasonable prior written notice;
- be subject to applicable confidentiality, information-security, privacy, safety and access requirements; and
- avoid unnecessary disruption, duplication and access to information unrelated to the audit scope.

Evidence and access requested as part of an evaluation or audit shall be relevant and proportionate to the defined scope and identified risk. Such requests remain subject to the disclosure limitations and alternative assurance arrangements set out in Section 6.11.

An unannounced audit may be conducted only where permitted by the applicable contract and applicable law, and where Tellu has reasonable grounds to suspect a serious or material breach that cannot be adequately investigated through less intrusive means.

The supplier or partner shall provide reasonable cooperation with an evaluation or audit. Personnel interviews, site access and access to systems, records or facilities shall be limited to what is reasonably necessary and legally permitted for the defined audit scope.

Unless otherwise agreed in the applicable contract, each party shall bear its own costs. Where an audit confirms a material breach of this Code, the allocation of reasonable audit costs may be addressed in accordance with the applicable contract.

6.14 Nonconformity, corrective action and breach

Where a nonconformity is identified, the supplier or partner shall investigate the matter and, where appropriate, perform a root-cause analysis. The parties shall seek to agree a corrective action plan proportionate to the nature, severity and urgency of the issue.

The corrective action plan should, as applicable, define:

- immediate containment or protective measures;
- corrective and preventive actions;
- responsible owners;
- implementation milestones and deadlines;
- required remediation;
- evidence of completion; and
- measures for evaluating effectiveness.

A reasonable implementation period shall normally be provided. Immediate containment, protective action or remediation may be required where there is a risk of serious or irreversible harm, a material security or privacy risk, or a breach of applicable law.

Tellu may require reasonable evidence of root-cause analysis, implementation, remediation and effectiveness. The evidence requirements and disclosure limitations in Sections 6.11 and 6.13 apply.

Failure to remedy a material nonconformity within an agreed or otherwise reasonable period, refusal to cooperate, repeated material nonconformity, or a serious breach that cannot reasonably be remedied may constitute a material breach of the applicable contract.

Where proportionate to the circumstances and permitted by the applicable contract, Tellu may:

- require additional controls or monitoring;
- require an accelerated corrective action plan;
- temporarily suspend affected activities, work or deliveries;
- restrict the use of an affected product, service or business relationship;
- exercise applicable contractual remedies; or
- terminate the affected business relationship.

Before suspending or terminating a business relationship on sustainability or human-rights grounds, Tellu will consider:

- the severity and likelihood of the adverse impact;
- whether the supplier or partner caused, contributed to or is directly linked to the impact;
- the supplier's or partner's willingness and ability to implement corrective action or remediation;
- Tellu's available leverage;
- the feasibility and risks of alternative arrangements; and
- the reasonably foreseeable adverse consequences of disengagement.

Tellu will seek to use available leverage and support effective improvement or remediation where appropriate. Nothing in this section prevents immediate action where required by applicable law, sanctions, security, privacy, safety or the applicable contract.

Termination or suspension under this section shall be handled in accordance with the applicable contract. This Code does not independently expand either party's liability beyond the liability established by mandatory law or the applicable contract.

6.15 Governing law and precedence

This Code is governed by Norwegian law. Unless otherwise agreed in the applicable contract, disputes are subject to the jurisdiction stated in that contract.

The relationship between this Code, applicable law and contractual requirements shall be determined in accordance with Section 2. For clarity, the stronger-protection principle applies to responsible business conduct, human rights, decent working conditions, the environment, business integrity, security and privacy. It does not modify negotiated commercial terms, liability provisions or other contractual allocations unless expressly agreed in writing. Mandatory applicable law shall prevail.

6.16 Application and interpretation

This Code shall be applied in accordance with the risk-based and proportionate principles set out in Section 2. Each party remains responsible for its own legal obligations.

Existing policies, controls, certifications and assurance mechanisms may be used to demonstrate conformity in accordance with Sections 6.10 and 6.11.

Where a requirement cannot reasonably be implemented as written, the supplier or partner shall notify Tellu and may propose an equivalent measure that addresses the underlying risk and objective. Any alternative accepted by Tellu shall be documented.

6.17 Acknowledgement

By accepting this Code, the supplier or partner confirms that it understands and will comply with the mandatory requirements applicable to its activities and relationship with Tellu. Conformity may be demonstrated through equivalent policies, standards, management systems, certifications or contractual controls in accordance with Sections 6.10 and 6.11.

If the supplier or partner identifies a requirement that conflicts with applicable law or an existing binding obligation, or cannot reasonably be implemented as written, it shall notify Tellu so that the parties may agree an appropriate documented approach.

Acceptance of this Code does not expand either party's liability beyond the liability established in the applicable contract, unless expressly agreed in writing or required by mandatory applicable law.

7. Records

Record	Storage	Retention
Approved Code and approval record	eQMS	According to applicable retention settings in the software tools list.
Supplier or partner acceptance	Approved contract, procurement or supplier-management repository	According to contract and applicable retention requirements.
Due diligence assessments, evaluations and evidence	Designated supplier-management or sustainability repository	According to legal, contractual and internal retention requirements.
Corrective action plans, audit reports and follow-up records	Designated supplier-management or eQMS repository	According to legal, contractual and internal retention requirements.
Notifications and remediation records	Relevant incident, supplier-management or eQMS repository	According to legal, contractual and internal retention requirements.

8. Revision history

Version	Date	Description of change	Author
2.0	24 Sep 2026	Updated to align with the new regulatory requirements	CGRCO
1.0	01 Sep 2023	Established	CGRCO