

# Supplier Code of Conduct

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## INTRODUCTION

Global Switch is committed to upholding high ethical standards of conduct, promoting good corporate governance, and supporting a culture of integrity.

As a leading owner, operator, and developer across multiple jurisdictions, we work with a diverse range of suppliers, including contractors, consultants, resellers, and service providers (collectively referred to as “**Suppliers**”). To achieve our business objectives, we have chosen to align with internationally recognised principles and standards in a manner that we believe is the most relevant and material to our business, including building relationships with Suppliers that align with our values and standards and who seek to conduct business responsibly by respecting human rights and labour, environmental and anti-corruption laws, regulations and standards.

This Supplier Code of Conduct (“**Code**”) sets our minimum expectations for our Suppliers. All Suppliers are expected to comply with this Code and ensure their supply chains do the same.

Given our global presence, Suppliers are required to conduct business with respect and sensitivity to local customs and conditions while fully complying with local laws, regulations, and Global Switch’s values and standards.

# 1.0 WORK ENVIRONMENT

## 1.1 Equal Opportunity

Suppliers are expected to foster workplaces that value diversity, equity, and inclusion. All individuals should be treated with courtesy, dignity, and respect, free from bias and discrimination.

We expect that Suppliers do not engage in any form of discrimination, harassment or victimisation including:

- a) direct discrimination – treating someone less favourably because of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, alleged race, colour, nationality, ethnic or national origin, religion or belief, sex, sexual orientation or any other characteristics for which local laws prohibit discrimination (“**Protected Characteristics**”); and
- b) indirect discrimination – enforcing practices that apply to everyone but adversely affect people with a particular Protected Characteristic more than others and are not justified.

## 1.2 Workplace Safety and Security

Suppliers are expected to provide a positive, safe, and secure work environment where all individuals are treated with dignity, decency, and respect. Global Switch does not tolerate any work environment that promotes, tolerates, or fails to address violence, harsh or inhumane treatment, including corporal punishment or the threat of corporal punishment, discrimination, or harassment of any kind, including sexual harassment.

Suppliers must take all reasonable steps to prevent and address harassment and discrimination within their own workplaces and while working in Global Switch workplaces or those of our other Suppliers. If harassment occurs, Suppliers are expected to take immediate corrective action and implement measures to prevent its recurrence.

## 1.3 Occupational Health and Safety

Suppliers are to ensure high standards of health and safety across all of their operations in line with international standards and local applicable laws. Suppliers should maintain health and safety management systems, carry out regular risk assessments, report any relevant health and safety incidents data and promote a culture of safety and ensure adequate resources are available to support actions and initiatives for maintaining, and where necessary, improving safety programmes. Ensuring safety includes prohibiting the use of illegal drugs, alcohol, or other illegal medications and substances.

## 1.4 Work accommodation and living conditions

Suppliers are to ensure that all workers have reasonable access to clean, well maintained toilet facilities and safe drinking water. Sanitation standards must be adequate and hygienic. When canteens or other food services are provided, they must include facilities for sanitary food preparation, storage, and consumption. If residential housing is offered to workers, Suppliers must provide living quarters that are clean, safe, and meet acceptable standards of habitability for all employees.

## 1.5 Human Rights, Modern Slavery, and Child Labour

Global Switch is committed to respecting human rights and fundamental freedoms, contributing to the collective goal of ending modern slavery and human trafficking, and complying with internationally recognised human rights standards, including:

- United Nations Guiding Principles on Business and Human Rights
- International Labour Organization’s Declaration on Fundamental Principles and Rights at Work
- International Labour Organization’s Core Conventions (No. 29, 87, 98, 100, 105, 111, 138, 182) and Labour Standards
- United Nations Convention on the Rights of the Child Article 32
- OECD Guidelines for Multinational Enterprises
- OECD Due Diligence Guidance for Responsible Business Conduct
- United Nations Global Compact Principles and
- International Bill of Human Rights, including the Universal Declaration of Human Rights and the main instruments through which it has been codified: the International Covenant on Civil and Political Rights, and the International Covenant on Economic, Social and Cultural Rights.

Suppliers are expected to comply with all applicable anti-slavery, human trafficking, and child labour laws and laws relating to human rights and fundamental freedoms, including the Modern Slavery Act 2015 (UK). Suppliers should implement due diligence procedures to ensure their supply chains are free from modern slavery, human trafficking, child labour or other human rights breaches, including breaches of land rights of Indigenous Peoples and affected communities.

## 1.6 Working Hours

Suppliers are required to ensure working hours comply with applicable laws and standards and should not expect workers to work (including overtime) more than the hours set out in relevant working time legislation or other national legal limits unless, to the extent permitted by local laws, the employee has chosen to opt-out (with appropriate supporting evidence).

## 1.7 Terms of Employment

Suppliers must provide workers with a written employment contract before they commence work. They must ensure that workers are paid at least the minimum wage and applicable overtime in accordance with local laws and agreements.

## 1.8 Freedom of Association

Suppliers are expected to respect workers’ rights to associate freely and bargain collectively in accordance with applicable laws.

# 2.0 DOING BUSINESS WITH GLOBAL SWITCH

## 2.1 Product and Service Quality

To maintain our market leading position, we focus on quality across all of our operations. Suppliers are expected to understand and commit to meeting the quality standards set out in the quality policy (available for download from [www.globalswitch.com](http://www.globalswitch.com)) and contribute actively to ongoing improvements in quality performance.

## 2.2 Conflicts of Interest

Suppliers must avoid any situation or behaviour that could potentially influence, or appear to influence, Global Switch's ability to act in its own best interests. This includes refraining from participating in, or appearing to participate in, any activities that could exert influence on decisions that may conflict with Global Switch's interests or create the perception of a conflict of interest.

Suppliers are expected to maintain the highest standards of integrity and transparency, ensuring that all interactions with Global Switch are free from any actual or perceived conflicts of interest and shall immediately disclose any potential conflicts of interest including personal relationships, financial stakes, or external pressures that could compromise Global Switch's ability to act impartially.

## 2.3 Anti-Competitive Behaviour

Global Switch is dedicated to promoting free and fair competition, including not seeking to engage in the abuse of intellectual property rights. Examples of anti-competitive practices include agreeing with competitors on pricing, sharing competitively sensitive information with other companies, and using size or strength to gain an unjust competitive advantage. We expect our Suppliers to share this commitment and adhere to all applicable antitrust and unfair competition laws in their respective jurisdictions.

## 2.4 Anti-bribery, Sanctions Compliance and Fraud and Corruption

Suppliers must not engage in any corrupt, fraudulent, collusive or coercive practices in accordance with any applicable laws. This includes laws prohibiting fraud, the bribery of public officials or individuals employed by entities in the private sector, traffic of influence, taking of illegal interests, misappropriation of public funds, favouritism, the criminal facilitation of tax evasion, money laundering, terrorist financing, acting in breach of applicable sanctions (or acting in a way that puts Global Switch in breach of applicable sanctions), and other acts of corruption. Suppliers are required to only undertake business with partners which they believe to be reputable based on their internal due diligence procedures and for legitimate business purposes.

Supply chain due diligence processes should be in place to identify any instances of terrorist financing, money laundering, or activities contravening any applicable export controls or sanctions (including financial, trade, transport, and immigration sanctions).

## 2.5 Gifts and Hospitality

While business gifts and hospitality can be part of developing and maintaining business relations, no gift or hospitality should be intended to improperly influence Global Switch's decisions. Suppliers are expected to ensure that any gifts or hospitality are reasonable, proportionate, and justifiable. If in doubt, Suppliers should seek guidance from their Global Switch contact.

# 3.0 COMMUNICATIONS

## 3.1 Data Privacy, Security, Intellectual Property, and Confidentiality

Any confidential or proprietary information disclosed to our Suppliers, whether in writing or orally by Global Switch must be kept strictly confidential. Suppliers are expected to only use confidential information for legitimate business with Global Switch and have robust systems in place to prevent unauthorised use and disclosure of Global Switch's confidential information (including the use of our information in breach of applicable securities laws) or any other information that would cause a breach of relevant laws.



### 3.2 Media Relations

Suppliers are required not to publish or release any information regarding Global Switch or its projects without Global Switch's prior written approval. Media inquiries should be directed to Global Switch's marketing team (email: [marketingandcommunications@globalswitch.com](mailto:marketingandcommunications@globalswitch.com)).

## 4.0 ENVIRONMENT AND SUSTAINABILITY

Global Switch is dedicated to minimising its environmental impact by using energy, water, and other natural resources more efficiently. We are committed to reducing our carbon emissions in line with the Paris Agreement and providing renewable energy supplies for our customers. We encourage our suppliers to adopt similar practices.

### 4.1 Science Based Targets

We have set carbon reduction targets approved by the Science Based Targets initiative, the global standard for aligning climate science with corporate carbon reduction targets and have committed to measure our total carbon footprint of direct and indirect emissions (Scope 1, 2 and 3) and publishing progress against targets annually.

We encourage our suppliers to measure their carbon footprint in line with the GHG Protocol for carbon accounting, set Science Based Targets (SBTs) and disclose progress against their SBTs by sharing with us third party verified carbon emissions data (Scope 1, 2 and 3) to support us in meeting our supply-chain - related emissions targets.

### 4.2 Environmental Policy and Data Reporting

We expect our suppliers to have read our Environmental Policy (available for download at [www.globalswitch.com](http://www.globalswitch.com)) and actively contribute to our environmental and sustainability goals. This includes ensuring their supply chains comply with our standards and proactively working towards the continuous improvement of Global Switch's sustainability performance. Suppliers should have environmental management systems and comply with all relevant environmental and sustainability laws.

Additionally, we expect our suppliers to maintain systems that enable them to share sustainability-related data with Global Switch upon request. This allows us to manage and monitor progress towards enhancing our environmental and sustainability performance.

### 4.3 Conflict Minerals

Suppliers are expected not to use conflict minerals (tin, tungsten, tantalum and gold) or unsustainably mined minerals. Systems should be in place to trace the origin of key materials and ensure compliance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

### 4.4 Land Rights

We expect our suppliers to respect the land rights of the indigenous communities.

### 4.5 Deforestation Products, Sustainable Materials, and Material Traceability

Suppliers should understand and comply with the Global Switch Responsible Materials Sourcing Policy (available upon request) as far as it is relevant to the materials they provide to Global Switch or purchase on



Global Switch's behalf. Suppliers should maintain and have systems that document the chain of custody for key materials and raw materials in their supply chains and make this information available to Global Switch upon request.

## 5.0 TRAINING AND COMPLIANCE

### 5.1 Supplier Training

Suppliers are expected to provide training to their employees who are ultimately providing services to Global Switch to ensure a thorough understanding of this Code's principles and requirements.

### 5.2 Right to Audit

Global Switch reserves the right to audit Suppliers to verify their compliance with this Code. These audits may be conducted at any time and can include site visits, document reviews and interviews with employees. Suppliers are expected to cooperate fully during these audits, including providing any access as reasonably required.

Suppliers must take corrective actions directed by Global Switch to remediate deficiencies or violations. Failure to comply with these audit requirements or remediate any deficiencies or violations may result in Global Switch taking corrective measures including the immediate termination of Global Switch's relationship with the Supplier.

## 6.0 CHANNELS FOR QUESTIONS AND REPORTING CONCERNS

### 6.1 Monitoring and Reporting

Suppliers are expected to regularly monitor their compliance with this Code. Any questions, concerns, or suspicions of non-compliance with this Code, should be promptly reported to the Supplier's contact at Global Switch, Global Switch senior management, or reported in line with the Global Switch Whistleblowing Statement available at [www.globalswitch.com](http://www.globalswitch.com). Global Switch maintains a strict non-retaliation policy to protect any individual who, in good faith, makes a report.

### 6.2 Consequences of Non-Compliance

If Global Switch determines that a Supplier has breached this Code, we will notify the relevant authorities as required by law. We may also take corrective measures to prevent future breaches, including immediate termination of our relationship with the Supplier.

# Thank you

For taking the time to familiarise yourself with this document, if you have any questions please do not hesitate to contact a member of our team, or alternatively, further information can be found on our website:

[globalswitch.com](https://globalswitch.com)

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