

## SUPPLIER CODE OF CONDUCT

### ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business is of paramount importance to Survitec. These core principles are reflected in this Supplier Code of Conduct (Code), which establishes the minimum standards that must be met by any entity that supplies products or services to Survitec.

### DEFINITIONS AND SCOPE

In this Code:

**Supplier** means a company, partnership or individual that provides goods or services to Survitec Group Limited OR one or more members of the Survitec group of companies.

**Worker** means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

**Working Day(s)** means any day (other than a weekend or a bank or public holiday) in the country or region of the Supplier when the banks are open for business.

**Third Party** means the Supplier's suppliers, vendors, agents, and subcontractors who are involved in Survitec's supply chain.

### WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its Workers and Third Parties are aware of this Code and comply with it.

### SUPPLIER'S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will allow Survitec terminate its relationship with the Supplier with immediate effect.

## 1. Compliance with laws and regulations and priority of standards

- 1.1 In supplying goods or services to Survitec, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Third Parties operate) including but not limited to the laws and regulations relating to issues addressed in this Code.
- 1.2 If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Survitec and the provisions of this Code, the Supplier shall meet the most stringent standard.

## 2. Updating this Code

Survitec has the right to modify this Code from time to time on giving the Supplier at least 5 Working Days' notice in writing (writing includes email).

## 3. Workforce issues

- 3.1 **Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015 in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 3.2 **Human rights.** The Supplier shall comply with all internationally recognised human rights including, at a minimum, those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.
- 3.3 **Equal opportunities.** Survitec is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.
- 3.4 **Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.
- 3.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries including the International Labour Organisation's 5 step guide on conducting workplace risk assessments. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 3.6 **Working hours.** The Supplier shall ensure that Workers shall not work more hours than that which is permitted by the relevant laws where it operates. Any overtime shall be on a voluntary basis only. All working days should include periods of rest and breaks, and every working period should include leave and holiday allowances as prescribed by national law. In all cases, the Supplier shall ensure that the International Labour Standards on Working time are adhered to.
- 3.7 **Documentation.** The Supplier shall ensure that written contracts of employment are provided to all employees within a reasonable period of starting employment in a language they can understand. The contract of employment must detail terms and

conditions of employment. The Supplier must take reasonable steps to avoid the employment of Workers who do not have the legal right to work.

3.8 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- (a) the minimum wage and benefits established by applicable law;
- (b) collective agreements;
- (c) industry standards; and
- (d) an amount sufficient to cover basic living requirements.

The deduction of wages, other than those allowed for by applicable law, without agreement of the Worker, or for disciplinary purposes, is prohibited.

#### **4. Environmental responsibility**

4.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

4.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:

- (a) an assessment of the environmental impact of all historical, current and likely future operations;
- (b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
- (c) measures to reduce the use of all raw materials, energy and supplies; and
- (d) raising awareness and training workers in environmental matters.

#### **5. Bribery and corruption**

5.1 The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (a) bribes, facilitation, 'grease' payments, kickbacks or illegal political contributions;
- (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- (c) any other unlawful or improper payments or benefits.

#### **6. Unfair business practices**

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

#### **7. Procuring and managing Third Parties**

- 7.1 When assessing the Supplier's performance against the requirements set out in this paragraph, Survitec shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.
- 7.2 With regard to prospective Third Parties, the Supplier shall use all reasonable endeavours to carry out appropriate due diligence on prospective Third Parties that will form part of Survitec's upstream supply chain. The due diligence may include the following:
- (a) investigations into prospective Third Parties' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
  - (b) risk assessments for countries from which materials, components or finished goods are sourced; and
  - (c) the prospective Third Party's ability to meet the requirements and principles that are covered in this Code.
- 7.3 In its dealings with Third Parties, the Supplier shall use all reasonable endeavours to:
- (a) ensure that agreements with Third Parties include provisions that require the Third Parties to comply with applicable provisions of this Code (or principals commensurate with this Code), having due regard to the risk profile of the transaction, the Third Party's ability to comply with those provisions and the consequences where the Third Party fails to meet those requirements;
  - (b) ensure that it has measures to monitor that those Third Parties are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
  - (c) pay its Third Parties promptly.

## **8. Training**

- 8.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.
- 8.2 The Supplier shall keep a record of all training offered and completed by its workers, including the outcome of the training, and shall make a copy of such record available to Survitec on request.

## **9. Certifying compliance and audit**

- 9.1 The Supplier shall provide written confirmation to Survitec at least once per year that:
- (a) it has appropriate systems in place to monitor its compliance with this Code and supply accompanying evidence of such systems on request; and
  - (b) it is able to comply with this Code for the duration of its relationship with Survitec.
- 9.2 The form of confirmation required by paragraph 9.1 is as set out in Schedule 1 to this Code.
- 9.3 In addition to the written confirmation at paragraph 9.1, Survitec may conduct audits to verify the Supplier's compliance with this Code. Survitec has no obligation to conduct such audits. Survitec also retains the right to recognise certain supply chain certification standards which will be taken in lieu of a third party audit, for example, ISO 9001 and/or ISO 14001/45001 accreditation.

## **10. Self-monitoring and reporting breaches**

- 10.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to the Survitec Hotline. The Survitec Hotline is a channel available to the Supplier that is dedicated to reporting, including anonymously, of any situation which, in violation of this Policy. Details of the Survitec Hotline are available at: <https://secure.ethicspoint.eu/domain/media/en/gui/106258/index.html>

10.2 The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

**11. Breach, remediation and termination**

11.1 Where Survitec becomes aware of a breach of this Code by the Supplier or its workers, Survitec may either:

- (a) immediately terminate its business relationship with the Supplier (including any contracts); or
- (b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to Survitec within 5 Working Days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, Survitec may immediately terminate its business relationship with the Supplier (including any contracts).

11.2 Where Survitec becomes aware that a Third Party has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, Survitec may either:

- (a) terminate its business relationship with the Supplier (including any contracts); or
- (b) require the Supplier to remedy that incident (or incidents) with that Third Party, or find an alternative Third Party. If the Supplier is not able to remedy such incident with that Third Party within a reasonable time, Survitec may immediately terminate its business relationship with the Supplier (including any contracts).

Approved by:   
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Chief Compliance Officer

**Schedule 1**

*[Sample compliance certificate]*

As required by Survitec's Supplier Code of Conduct (Code), [SUPPLIER NAME] certifies that:

- We are complying with the requirements in the Code as of [DATE].
- We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.
- No breaches of this Code have been identified or have been recorded.

Signed by:

Signed: .....

[NAME OF SIGNATORY] on behalf of [SUPPLIER]

Date: .....

Please send a copy of this certificate to [ORGANISATION EMAIL ADDRESS OR POSTAL ADDRESS]