

Supplier Code of Conduct

1) INTRODUCTION

It is of paramount importance to Redde Northgate Plc, and its related subsidiaries (**RN**), that high ethical standards (such as corporate integrity, responsible sourcing and the safety and wellbeing of workers) are adopted by all suppliers that supply products and/or services to it (**Supplier**). These core principles are reflected in this Supplier Code of Conduct (**Code**) which establishes the minimum standards that must be met by any Supplier that supplies products and/or services to RN. Further policies, that the Supplier is expected to adhere to, can be found at www.reddenorthgate.com/governance/policies.

2) STATUS AND APPLICATION OF THE CODE

This Code forms an integral part of each contract entered into between RN and a Supplier (**Contract**). The Supplier shall ensure that it, and all personnel and third parties associated with the provision of products and/or services pursuant to the Contract, shall comply fully with it.

3) SUPPLIER'S COMMITMENT

The Supplier agrees that:

- a) It will comply with the requirements in this Code.
- b) It has appropriate systems in place to ensure continuous compliance with the Code and is able to demonstrate such compliance to RN on request.
- c) Any breach of this Code will allow RN to terminate its relationship with the Supplier with immediate effect.

4) COMPLIANCE WITH APPLICABLE LAW

In carrying out the terms of any Contract, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws, regulations, industry minimum standards and, if applicable, the laws and regulations of any other jurisdiction where it or its representatives operate.

5) WORKFORCE ISSUES

A) SLAVERY, HUMAN TRAFFICKING & 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.

B) HUMAN RIGHTS

The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as 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.

C) EQUAL OPPORTUNITIES

The Supplier will ensure that employment opportunities for all their employees and potential employees are determined on merit and not on the basis of race, sex, disability, age, religion or other protected grounds under discrimination legislation. The Supplier will ensure that employees are offered equal employment opportunities in all its employment practices.

The Supplier will endeavour to provide a work environment that is free from unlawful harassment (including sexual harassment), bullying and victimisation.

D) WORKING ENVIRONMENT

The Supplier is expected to treat work health and safety as a prime responsibility and to provide a safe and hygienic working environment for its staff and visitors. The Supplier is expected to cooperate with RN in respect of all work health and safety matters which shall include adherence to RN's Health and Safety Policy when providing services on RN premises.

E) DRUG & ALCOHOL USE

The Supplier shall ensure that the Supplier and its employees will not perform duties under a Contract if their performance is, or could be, adversely affected by drugs or alcohol.

F) WAGES & 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;

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- b) industry standards; and
- c) an amount sufficient to cover basic living requirements.

G) TRAINING

The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.

The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to RN on request.

6) USE OF ASSETS AND RESOURCES

The Supplier must take all steps which are reasonably necessary to protect RN's assets and resources under the Supplier's control from time to time. The use (if any) by Supplier of RN's assets and resources must be for purposes directly related to a Contract. Unless otherwise agreed in writing, upon termination of a Contract, or upon request by RN, the Supplier must immediately deliver up to RN all property belonging to RN which is in their possession, custody or control.

7) DATA PROTECTION & INFORMATION SECURITY

The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on RN's behalf.

The Supplier shall have in place appropriate measures to:

- a) protect the integrity and confidentiality of information (including information belonging to or supplied by RN) held on its systems (which include physical and online or electronic systems); and
- b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

8) ENVIRONMENTAL RESPONSIBILITY

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) any 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.

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.

9) BRIBERY & CORRUPTION

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 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.

10) 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.

11) CONFLICTS OF INTEREST

The Supplier is expected to disclose to RN all potential or actual conflicts of interest as soon as they become aware of

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the same.

12) ANTI FACILITATION OF TAX AVOIDANCE

The Supplier shall not engage in any activity, practice or conduct which would constitute either:

- a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

and shall conduct business so as to be compliant with applicable tax laws. The Supplier shall not, and shall procure that its employees and any third parties that act for the Supplier do not, facilitate tax evasion.

13) SANCTIONS

The Supplier has adequate policies and procedures to comply, and shall comply, with all applicable export control laws and regulations including, but not limited to, international trade sanctions issued by the UN, EU or US authorities (“Sanctions”).

The Supplier is not subject to any investigation or enforcement action of any type and by any governmental, administrative, regulatory or similar body or authority in any jurisdiction or in connection with any actual or alleged contravention of any Sanction.

14) RESPONSIBILITIES TO SHAREHOLDERS

The Supplier is expected to have regard to the best interests of RN at all times and must strive to meet the legitimate expectations of RN in the performance of its duties and responsibilities.

RN expects each Supplier to:

- a) act honestly, professionally and fairly in all transactions and dealings which relate to the performance of a Contract;
- b) treat all persons with whom they have dealings, in performing work for RN, with courtesy and respect; and
- c) make full, fair and timely disclosure of any and all relevant information to RN.

15) INTEGRITY IN FINANCIAL REPORTING

All material financial information and disclosures relating to the provision of the products and/or services to RN need to be accurately represented in the Supplier’s financial accounts.

16) CERTIFYING COMPLIANCE AND AUDIT

On RN’s request, the Supplier shall provide written confirmation that:

- a) it has appropriate systems in place to monitor its compliance with this Code; and
- b) it is able to comply with this Code for the duration of its relationship with RN.

In addition to requesting written confirmation of compliance, as detailed above, RN may also conduct audits and inspections to verify the Supplier’s compliance with this Code although RN has no obligation to do so.

17) SELF-MONITORING & REPORTING BREACHES

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 contact details provided in the contract between Redde Northgate and Supplier or such email address as Redde Northgate shall supply from time to time.

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.

18) UPDATING THIS CODE

RN has the right to modify this Code from time to time by making this Code available at:
www.reddenorthgate.com/governance/policies.

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