

Zentia Supplier Code of Conduct

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ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to Zentia. 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 Zentia or Zentia Profiles.

DEFINITIONS AND SCOPE

In this Code:

Supplier means a company, partnership or individual that provides goods or services to the Zentia group of companies.

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

Representative means the Supplier's suppliers, agents, and subcontractors who are involved in Zentia's supply chain.

WHO MUST COMPLY WITH THIS CODE?

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

1. Compliance with laws and regulations and priority of standards

1.1 In carrying out its agreement(s) with Zentia, 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 Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

1.2 Competing standards shall be addressed as follows:

(a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Zentia and the provisions of this Code, the Supplier shall meet the most stringent standard.

(b) If there is a conflict between the provisions of an agreement with Zentia and the provisions of this Code, the Supplier shall meet the [more stringent standard **OR** the standard as set out in the agreement **OR** the standard as set out in this Code].

2. Updating this Code

Zentia has the right to modify this Code from time to time on giving the Supplier at least 60 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

3.2 engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

3.3 **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.

- 3.4 **Equal opportunities.** Zentia 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.
- 3.5 **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.
- 3.6 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws 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. 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.
- 3.7 **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.
4. **Data protection and information security**
- 4.1 The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on Zentia's behalf.
- 4.2 The Supplier shall have in place appropriate measures to:
- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Zentia) 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.

5. Environmental responsibility

5.1 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.

5.2 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

6. Bribery and corruption

6.1 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 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.

7. 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.

8. Procuring and managing Representatives

8.1 With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Zentia's upstream supply chain. At a minimum, the due diligence must include the following:

- (a) investigations into prospective Representatives' 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 Representative's ability to meet the requirements and principles that are covered in this Code.

8.2 In its dealings with Representatives, the Supplier shall:

- (a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- (b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and

9. Certifying compliance and audit

9.1 The Supplier shall provide written confirmation to Zentia at least once every 3 years 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 Zentia

9.2 In addition to the written confirmation at paragraph 9.1, Zentia may conduct audits to verify the Supplier's compliance with this Code. Zentia has no obligation to conduct such audits.

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 Zentia

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 Zentia becomes aware of a breach of this Code by the Supplier or its workers, Zentia 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 Zentia within 60 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, Zentia may immediately terminate its business relationship with the Supplier (including any contracts).

11.2 Where Zentia becomes aware that a Representative 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, Zentia 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 Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, Zentia may immediately terminate its business relationship with the Supplier (including any contracts).

Zentia

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