

# Supplier code of conduct

Updated October 2024

## About this Code

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

## DEFINITIONS AND SCOPE

In this Code:

- **Supplier** means a body corporate, partnership or individual that provides goods or services to Expana **or** one or more members of the Expana 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, vendors, agents, and subcontractors who form part of Expana'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.

## 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 Expana to terminate its relationship with the Supplier with immediate effect.

### 1. Compliance with laws and regulations and competing standards

- 1.1 The Supplier shall operate in compliance with all applicable laws and regulations from time to time in force, including 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 Expana 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 Expana and the provisions of this Code, the Supplier shall meet the more stringent standard.

### 2. Updating this Code

Expana may modify this Code from time to time.

### 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. The Supplier shall comply with the "Anti-slavery policy for suppliers", available under Legal > Compliance > Anti-slavery policy on our website.
- 3.2 **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 in any part of its supply chain.
- 3.3 **Equal opportunities.** Expana is an equal opportunities employer and seeks to work with like-minded suppliers. 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 a 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 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.
- 3.6 **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 GDPR and UK GDPR) when processing any personal data on Expana'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 Expana) 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. **Artificial intelligence (AI)**

- 5.1 The Supplier shall give Expana as much advance notice as possible if it proposes to use an artificial intelligence (AI) system to provide goods or services to Expana.
- 5.2 The Supplier shall implement and adhere to the highest standards of responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to all applicable:
- (a) laws and regulations;
  - (b) industry requirements and standards; and
  - (c) guidance and codes of practice issued by a relevant regulatory authority.
- 5.3 Without limiting the Supplier's obligations under paragraph 5.2, the Supplier shall:
- (a) ensure that any AI systems developed or used by the Supplier are robust, secure, and safe throughout their entire lifecycle;
  - (b) develop and use AI systems in a way that respects human rights and human-centric values, including:
    - (i) fairness, equality, diversity, privacy and data protection; and
    - (ii) avoiding discrimination and bias;
  - (c) be transparent about when and how AI is used;
  - (d) ensure the explainability, auditability and traceability of any AI systems used or developed by the Supplier, including their outputs;
  - (e) establish and maintain appropriate governance, risk management, policies and procedures that promote the responsible, accountable and ethical use of AI systems; and
  - (f) where appropriate, ensure that decisions or outcomes from an AI system are contestable.

The Supplier must be able to demonstrate to Expana's satisfaction that it has embedded these requirements into its responsible AI practices.

- 5.4 The Supplier must not use or retain Expana's data or confidential information for the purposes of training or inputting into any AI system or model without prior written approval of Expana.

5.5 Where the Supplier uses third-party providers to develop an AI system, it must implement appropriate risk management and supervision measures to ensure that such third-party provider adheres to the standards set out in this paragraph 5.

## 6. Environmental responsibility

6.1 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) climate change, 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.

6.2 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.

## 7. Bribery and corruption

7.1 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 UK's Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023). To that end, the Supplier shall not:

- (a) Accept, offer, promise, pay, permit or authorise:
  - (i) bribes, facilitation payments, kickbacks or illegal political contributions;
  - (ii) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
  - (iii) any other unlawful or improper payments or benefits.
- (b) Engage in any fraud, including any fraud offences listed in Schedule 13 to the UK's Economic Crime and Corporate Transparency Act 2023;
- (c) Evade or facilitate the evasion of tax by another person anywhere in the world.

## 8. Unfair business practices

The Supplier shall comply with all applicable competition and antitrust laws, including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

## 9. Procuring and managing Representatives

9.1 The Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Expana's upstream supply chain. Due diligence must include the following as a minimum:

- (a) investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
- (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.

9.2 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
- (c) pay its Representatives promptly in accordance with the time limits set by applicable law.

## 10. Training

- 10.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.
- 10.2 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 Expana on request.

## 11. Certifying compliance and audit

- 11.1 The Supplier shall provide written confirmation to Expana upon its request 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 Expana.
- 11.2 The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks within 30 days of a written request from Expana.
- 11.3 In addition to the written confirmation at paragraph 11.1, Expana may conduct audits and inspections to verify the Supplier's compliance with this Code. Expana has no obligation to conduct such audits or inspections.

## 12. Self-monitoring and reporting breaches

- 12.1 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 [legal@expanamarkets.com](mailto:legal@expanamarkets.com).
- 12.2 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.

## 13. Breach, remediation and termination

- 13.1 Where Expana becomes aware of a breach of this Code by the Supplier or its Workers, Expana 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 Expana within 14 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, Expana may immediately terminate its business relationship with the Supplier (including any contracts). Expana may also suspend the business relationship with the Supplier while remediation is ongoing.
- 13.2 Where Expana 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, Expana 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, Expana may immediately terminate its business relationship with the Supplier (including any contracts). Expana may also suspend the business relationship with the Supplier while remediation is ongoing.