

## SUPPLIER CODE OF CONDUCT

### Version control

Code version	Date of revision and publication
2.0	15.11.2023

### 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 DAVID BROWN SANTASALO. 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 DAVID BROWN SANTASALO.

### DEFINITIONS AND SCOPE

In this Code:

**Supplier** means a company, partnership or individual that provides goods or services to one or more members of the DAVID BROWN SANTASALO 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 are involved in DAVID BROWN SANTASALO's supply chain.

### WHO MUST COMPLY WITH THIS CODE?

The Supplier will comply with the Code and will 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 DAVID BROWN SANTASALO to terminate its relationship with the Supplier with immediate effect.

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

1.1 In carrying out its agreement(s) with DAVID BROWN SANTASALO, the Supplier will, 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 will be addressed as follows:

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

### 2. Updating this Code

DAVID BROWN SANTASALO has the right to modify this Code from time to time on giving the Supplier at least 5 days' notice in writing (writing includes email). Written notice will be deemed to have been given to the Supplier five days after publication of this Code or a subsequent modified version of this Code on the DAVID BROWN SANTASALO website.

### 3. Workforce issues

3.1 **Slavery, human trafficking and child labour.** The Supplier will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and applicable industry codes from time to time in force (including but not limited to the UK's 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 will 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.** DAVID BROWN SANTASALO is an equal opportunities employer and Suppliers will 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 will respect, and will 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 will provide a safe, healthy, and sanitary working environment and comply with applicable UK health and safety laws and any other relevant applicable 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 will 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) applicable collective agreements;
  - (c) applicable industry standards; and
  - (d) an amount sufficient to cover basic living requirements.
4. **Data protection and information security**
  - 4.1 The Supplier will comply with all data protection laws and requirements (including without limitation the UK GDPR) when processing any personal data on DAVID BROWN SANTASALO's behalf.
  - 4.2 The Supplier will have in place appropriate measures to:
    - (a) protect the integrity and confidentiality of information (including information belonging to or supplied by DAVID BROWN SANTASALO) 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. International Sanctions

### 5.1 The Supplier will ensure that:

- The Supplier does not supply any products, components, materials, technology and/or services to DAVID BROWN SANTASALO that have been wholly or partially produced or obtained from countries subject to applicable international sanctions, including those administered and enforced by the United Nations, Council of the European Union, individual European Union Member States, the United Kingdom and/or the United States; and
- None of the products, components, materials, technology and/or services it supplies to DBS have been wholly or partially designed, manufactured or supplied by a person firm or company which is owned or controlled by one or more Russian, Belarusian, Ukrainian, Crimean, Cuban, Myanmar/Burmese, Iranian, North Korean, Sudanese, North Sudanese, Venezuelan or Syrian nationals, or an agency of the Russian, Iranian, North Korean or Syrian governments; or otherwise originate from Russia, Belarus, Ukraine, Crimea, Cuba, Myanmar/Burma, Iran, North Korea, Sudan, North Sudan, Venezuela or Syria.
- Its immediate sub-suppliers of the products, components, materials and/or technology it supplies to DAVID BROWN SANTASALO do not appear on any applicable international sanctions lists, (including without limitation those administered and enforced by the United Nations, Council of the European Union, individual European Union Member States, the United Kingdom and the United States) and are not owned or controlled by any person, firm or company which is on any such list;
- The Supplier has carried out appropriate due diligence to verify that no parties involved in the supply chain for the products, components, materials and/or technology it supplies to DBS appear on any applicable international sanctions lists, (including without limitation those administered and enforced by the United Nations, Council of the European Union, individual European Union Member States, the United Kingdom and/or the United States) and are not owned or controlled by any person, firm or company which is on any such list;
- The Supplier has notified DAVID BROWN SANTASALO at the time of quotation of any US content in any products, components, materials, technology and/or services the Supplier is quoting to supply to DAVID BROWN SANTASALO;

## 6. Environmental responsibility

### 6.1 The Supplier will 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 will 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 will comply with all applicable laws, statutes, applicable industry codes and regulations relating to the prevention of bribery and corruption (including but not limited to the UK's Bribery Act 2010). To that end, the Supplier will 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.

## 8. Facilitation of Tax Evasion

- 8.1 The Supplier will during the term of this agreement:
  - (a) not engage in any activity, practice or conduct which would constitute either:
    - (i) a UK tax evasion facilitation offence under section 45(5) of the UK's Criminal Finances Act 2017; or
    - (ii) a foreign tax evasion facilitation offence under section 46(6) of the UK's Criminal Finances Act 2017;
  - (b) comply with the DAVID BROWN SANTASALO ANTI-FACILITATION OF TAX EVASION policy as published on the DAVID BROWN SANTASALO website from time to time;
  - (c) establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 8.1(a).

## 9. Unfair business practices

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

## 10. Procuring and managing Representatives

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

- (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.

10.2 In its dealings with Representatives, the Supplier will:

- (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 due sums in accordance with applicable contractual terms.

## 11. Training

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

11.2 The Supplier will keep a record of all training offered and completed by its workers and will make a copy of such record available to DAVID BROWN SANTASALO on request.

## 12. Certifying compliance and audit

12.1 The Supplier will provide written confirmation to DAVID BROWN SANTASALO at least once per year 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 DAVID BROWN SANTASALO.
- 12.2 The Supplier will provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks within five days of a written request from DAVID BROWN SANTASALO.
- 12.3 In addition to the written confirmation at paragraph 12.1, DAVID BROWN SANTASALO may conduct audits and inspections to verify the Supplier's compliance with this Code. DAVID BROWN SANTASALO has no obligation to conduct such audits or inspections.
- 13. **Self-monitoring and reporting breaches**
- 13.1 The Supplier will monitor its compliance with the Code and will report any breaches (actual or suspected) of this Code as soon as possible to [compliance@dbsantasalo.com](mailto:compliance@dbsantasalo.com)
- 13.2 The Supplier will 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.
- 14. **Breach, remediation and termination**
- 14.1 Where DAVID BROWN SANTASALO becomes aware of a breach of this Code by the Supplier or its workers, DAVID BROWN SANTASALO 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 DAVID BROWN SANTASALO within five 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, DAVID BROWN SANTASALO may immediately terminate its business relationship with the Supplier (including any contracts).
- 14.2 Where DAVID BROWN SANTASALO 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, DAVID BROWN SANTASALO 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, DAVID BROWN SANTASALO may immediately terminate its business relationship with the Supplier (including any contracts).

14.3 Delay by DAVID BROWN SANTASALO in enforcing any of its rights under this clause 14 will not constitute a waiver of those rights.

END