



## Supplier Code of Conduct

### 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 XMA Holdings Limited (“XMA”). 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 XMA.

### DEFINITIONS AND SCOPE

In this Code:

**Supplier** means a company, partnership or individual that provides goods or services to XMA or one or more members of the group of companies under XMA Holdings Limited.

**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 the XMA 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 XMA to terminate its relationship with the Supplier with immediate effect.

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

- 1.1 In carrying out its agreement(s) with XMA 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 XMA 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 XMA and the provisions of this Code, the Supplier shall meet the more stringent standard.

## 2. Updating this Code

XMA has the right to modify this Code from time to time on giving the Supplier at least thirty (30) 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 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 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.

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- 3.3 **Equal opportunities.** XMA 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 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 UK GDPR) when processing any personal data on XMA'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 XMA) held on its systems (which include physical and online or electronic systems); and

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- (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) 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.

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 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.

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- 6.2 XMA takes the duty and responsibility under the Criminal Finances Act 2017 (CFA 2017) seriously, including the obligation to prevent tax evasion. The Supplier shall ensure that they and any persons associated shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person (including XMA as a customer), of a
- (i) corporate failure to prevent offence,
  - (ii) UK tax evasion offence; or
  - (iii) foreign tax evasion offence (all as defined under the CFA 2017) in connection with the provision of the goods and/or services to XMA.

6.3 The Supplier must not and shall ensure that any person associated shall not solicit or engage with or take steps to solicit or engage with any person associated with XMA to facilitate the commission of a UK tax evasion offence or a foreign tax evasion offence in connection with the provision of goods and/or services to XMA.

6.4 The Supplier shall, and shall procure that any person associated shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable or persons associated in connection with the provision of goods or services to XMA or otherwise.

## 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 XMA'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;

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- (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
- (c) pay its Representatives promptly.

## 9. Training

9.1 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 XMA on request.

## 10. Certifying compliance and audit

10.1 The Supplier shall provide written confirmation to XMA 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 XMA.

10.2 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 thirty (30) days of a written request from XMA.

10.3 XMA may conduct audits and inspections to verify the Supplier's compliance with this Code.

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## 11. Self-monitoring and reporting breaches

- 11.1 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 [approvals@xma.co.uk](mailto:approvals@xma.co.uk)
- 11.2 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.

## 12. Breach, remediation and termination

- 12.1 Where XMA becomes aware of a breach of this Code by the Supplier or its workers, XMA 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 XMA within thirty (30) 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, XMA may immediately terminate its business relationship with the Supplier (including any contracts). XMA may in its absolute discretion provide the Supplier with support and resources to assist with remediation. XMA may also suspend the business relationship with the Supplier while remediation is ongoing.
- 12.2 Where XMA 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, XMA 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, XMA may immediately terminate its business relationship with the Supplier (including any contracts). XMA may in its absolute discretion provide the Supplier and Representative with support and resources to assist with remediation. XMA may also suspend the business relationship with the Supplier while remediation is ongoing.

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As required by XMA's Supplier Code of Conduct, I/we certify that:

- We are complying with the requirements in the Code.
- We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.

Name of Supplier: .....

Signed: .....

Print Name: .....

Date: .....

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