

# **Global Supplier Code of Conduct**

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## **I. Preamble**

At Fortidia, inclusive of all the Fortidia Group companies (collectively, “Fortidia” or “we” or “us”), corporate integrity, responsible sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to us. These core principles are reflected in this Supplier Code of Conduct (“Code”), which establishes the minimum standards that must be met by any business or entity that supplies products or services to us.

### *A. Definitions*

In this Code:

“Supplier” (or “you”) means a company, partnership or individual that provides goods or services to us.

“Associates” means your suppliers, vendors, agents, and subcontractors who are involved in our supply chain.

## **II. Who Must Comply With This Code?**

You must comply with this Code and must ensure that your workers are aware of this Code and comply with it.

## **III. Standards of Compliance**

In carrying out your agreement(s) with us, you must comply with the standards set out in this Code and all applicable laws and regulations where you operate.

If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Code, you shall meet the most stringent standard.

## **IV. Updating this Code**

We have the right to modify this Code from time to time by posting an updated version on our website. Should this Section be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Code shall remain in full force and effect and shall not be impaired or invalidated.

## **V. Workforce Issues**

### *A. Slavery, Human Trafficking and Forced Labor*

You shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force in any part of your supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labor, the use of child labor, bonded labor, indentured labor, or prison labor.

### *B. Human Rights*

You 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 your supply chain.

### *C. Equal Opportunities*

We are an equal opportunity employer. You shall not discriminate in hiring, compensation, training, advancement, or promotion, termination, retirement, or any employment practice on the basis of race, color, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

### *D. Freedom of Association and Collective Bargaining*

You 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.

### *E. Working Environment*

You shall:

- i. Provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws where it operates; and
- ii. Not support, engage in, or require any hazardous labor that violates applicable laws, including but not limited to employment of minors where in violation of applicable law. Hazardous labor involves any work, which by its nature or the circumstances

in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker if adequate protections are not taken.

#### *F. Wages and Remuneration*

You 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; and (c) an amount sufficient to cover basic living requirements.

### **VI. Information Security and Data Protection**

Without prejudice to the agreement(s) between us and you, you shall have in place appropriate measures to (a) protect the integrity and confidentiality of information (including information belonging to or supplied by us) held on its systems, which include physical and online or electronic systems; and (b) ensure that there is no unauthorized access of the information by third parties, including by your Associates.

You shall comply with all applicable data protection laws and requirements when processing any personal data on our behalf.

### **VII. Environmental Responsibility**

You shall ensure that (a) your 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 hazardous and toxic material handling; (b) the goods you manufacture (including the inputs and components that you incorporate into those goods) comply with all environmental laws and treaties; and (c) you will only use materials, that comply with all applicable environmental laws and treaties.

### **VIII. Bribery and Corruption**

You must maintain the highest ethical standards and shall comply with all applicable laws, statutes, codes, and regulations relating to the prevention of bribery and corruption. To that end, you shall not accept, offer, promise, pay, permit or authorize (a) bribes, facilitation payments, kickbacks, or illegal political contributions; (b) money, goods, services, gifts, entertainment, employment, contracts, or other things of value, in order to obtain or retain an advantage; or (c) any other unlawful or improper payments or benefits.

**IX. Unfair Business Practices**

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

**X. Sourcing and Managing of Associates**

When assessing your performance against the requirements set out herein, we may, in our discretion, consider the risk profile of the transaction, your ability to comply with the requirements, and the consequences where you fail to meet those requirements.

You shall carry out appropriate due diligence of your prospective Associates that will form part of our upstream supply chain. At a minimum, your due diligence shall include (a) investigations into prospective suppliers' stance, public statements, compliance with applicable laws, and other actions on human rights, treatment of workers, bribery, ethical behavior, and the environment; and (b) risk assessments for countries from which materials, components, or finished goods are sourced.

When dealing with Associates, you shall (a) ensure that all agreements with Associates include provisions that require the Associates to comply with applicable provisions of this Code; (b) ensure that you have implemented measures to monitor that those Associates are complying with those compliance-related provisions; and (c) you pay your Associates without delay and in compliance with any written contract between you and your Associates negotiated at arms' length and as permitted at law.

**XI. Compliance**

You shall monitor your compliance with the Code and shall report any violations (actual or suspected) of this Code as soon as possible to the Fortidia company you have contracted with. You shall provide any certifications that are required to demonstrate compliance with all applicable laws and frameworks within seven (7) days of our written request. You are responsible for your own employees, including any training to ensure that they are aware of the requirements of this Code.

You shall provide written confirmation to us upon our request no more frequently than once per year that you (a) have appropriate systems in place to ensure your and your Associates' compliance with this Code; and (b) are able to comply with this Code for the duration of your relationship with us. In addition, we may conduct audits to verify your compliance with this Code; however, we have no obligation to conduct such audits.

## **XII. Breach, Remediation and Termination**

Where we become aware of any violation (actual or prospective) of the Code by you or your Associates, or should the results of any audit conducted by us prove unsatisfactory to us, in our sole discretion, we may (a) immediately upon written notice, terminate our business relationship (including any purchase orders and purchase contracts) with you; or (b) require you to conduct a remediation plan that will lead to compliance with the Code, and present it to us with twenty-eight (28) days of being requested to do so. If you fail to produce the remediation plan within this timeframe or fail to implement it within a reasonable time, we may immediately upon notice terminate our business relationship (including any purchase order and purchase contracts) with you.