SUPPLIER CODE OF CONDUCT

About This Code

This Supplier Code of Conduct is part of our wider Environmental, Social and Governance strategy. As part of our due diligence processes, it demonstrates our commitment to sustainability and ensuring our suppliers behave in an appropriate and ethical manner.

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers are of paramount importance to TSL Contractors Ltd. These core principles are reflected in this Supplier Code of Conduct (Code), which establishes

the minimum standards and behaviours that we expect from suppliers of products and services. It operates as a set of moral principles which suppliers should be prepared to acknowledge.

Definitions And Scope

In this Code:

- Supplier means a body corporate, partnership or individual that provides goods or services to us.
- 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 form part of TSL'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 or is working towards the implementation of appropriate systems to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will allow TSL Contractors to terminate its relationship with the Supplier with immediate effect.

Compliance with laws and regulations and competing standards

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.

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 TSL Contractors and the provisions of this Code, the Supplier shall meet the most stringent standard.

b) f there is a conflict between the provisions of an agreement with TSL Contractors and the provisions of this Code, the Supplier shall meet the more stringent standard.

Updating This Code

TSL Contractors may modify this Code from time to time by giving the Supplier at least twenty days' notice in writing (writing includes email).

Fair Payment Practices

We recognise that timely payment is crucial to the financial health of our supply chain, helping small businesses to manage their finances better and contribute more effectively to the overall economy. We are committed to adhering to and promoting the principles of the Fair Payment Code and, as such, undertake to adhere to the following standards:

- We will pay our suppliers within 30 days of receipt of a valid invoice.
- Where payment is made late (more than 30 days after receipt of a valid invoice), we will adhere to the Fair Payment Code pledge by paying late payment interest charges of at least 8% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

We expect our supply chain to cascade fair payment principles down through their own supply chain and suppliers shall agree to operating within the principles stated above. If you are going to experience difficulties in complying with these requirements, please contact us as soon as practicable.

Workforce Issues

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.

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.

Equal opportunities. TSL Contractors 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.

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.

Safe 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.

Wages and remuneration. The Supplier must compensate all workers with wages, including overtime premiums, that at a minimum meet the National Minimum Wage and National Living Wage rates. We would encourage suppliers to become Living Wage Foundation employers.

Harassment. TSL Contractors does not tolerate any form of harassment in the workplace, including sexual harassment. The Supplier must take appropriate measures to prevent harassment, including sexual harassment, occurring in the workplace including as part of the service provided to TSL, and provide evidence of any such measures on request.

Data Protection And Information Security

The Supplier shall comply with all data protection laws and requirements including the UK GDPR when processing any personal data on TSL Contractor's behalf.

The Supplier shall have in place appropriate measures to:

a) protect the integrity and confidentiality of information (including information belonging to or supplied by TSL Contractors 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.

Environmental Responsibility

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) any 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.

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.

Bribery And Corruption

The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery, corruption and fraud. 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 activity, practice or conduct that would constitute fraud or a fraud offence under the Economic Crime and Corporate Transparency Act 2023;
c) evade or facilitate the evasion of tax by another person anywhere in the world.

Unfair Business Practices

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including without limitation those relating to teaming and information sharing with competitors, price fixing and rigging bids.

Procuring and Managing Representatives

When assessing the Supplier's performance against the requirements set out in this paragraph, TSL Contractors shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.

The Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of TSL Contractors' 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.

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 line with the spirit of the Fair Payment Code.

Training

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

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 TSL Contractors on request.

Certifying Compliance And Audit

The Supplier shall provide written confirmation to TSL Contractors at least once per

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 TSL Contractors.

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 TSL Contractors.

In addition to the written confirmation above, TSL Contractors may conduct audits and inspections to verify the Supplier's compliance with this Code. TSL Contractors has no obligation to conduct such audits or inspections.

Self-Monitoring And Reporting Breaches

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 Angela Coburn, Head of HR and ESG at TSL Contractors.

The Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

Breach, Remediation And Termination

Where TSL Contractors becomes aware of a breach of this Code by the Supplier or its Workers, TSL may either:

a) immediately terminate its business relationship with the Supplier; 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 TSL within 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, TSL may immediately terminate its business relationship with the Supplier.

TSL Contractors may in its absolute discretion provide the Supplier with support and resources to assist with remediation. TSL may also suspend the business relationship with the Supplier while remediation is ongoing.

Where TSL Contractors 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, TSL may either:

a) terminate its business relationship with the Supplier; 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, TSL may immediately terminate its business relationship with the Supplier. TSL may in its absolute discretion provide the Supplier and Representative with support and resources to assist with remediation. TSL may also suspend the business relationship with the Supplier while remediation is ongoing.

Statement of Compliance

As required by TSL Contractor's Supplier Code of Conduct …… certifies that:

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

Signed by:

Signed: ……

[NAME OF SIGNATORY] on behalf of [SUPPLIER]

Date: ……;

Please send a copy of this certificate to a.coburn@tslcontractor.co.uk