

# ALPHA 3 MANUFACTURING LIMITED'S SUPPLIER CODE OF CONDUCT

## 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 Alpha 3 Manufacturing Limited and its subsidiaries and affiliates (Alpha 3). This Code of Conduct sets out the principles for the behavioural standards that Alpha 3 expects from all of its suppliers and those within a suppliers' sphere of influence that assist them in performing their obligations to us.

## DEFINITIONS AND SCOPE

In this Code:

**Supplier** means a company, partnership or individual that provides goods or services to Alpha 3.

**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 are involved in Alpha 3'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 Alpha 3 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 Alpha 3, 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 Alpha 3 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 Alpha 3 and the provisions of this Code, the Supplier shall meet the standard as set out in the agreement.

## 2. Updating this Code

Alpha 3 has the right to modify this Code from time to time on giving the Supplier at least 30 days' notice in writing (writing includes email).

## 3. Workforce issues

3.1 **Slavery, human trafficking and child labour.** Modern slavery can take various forms, including (i) servitude; (ii) forced, bonded or indentured labour; (iii) slavery; (iv) human trafficking; and (v) unreasonable restrictions on the free movement of workers. The common theme is the deprivation of an individual's liberty in order to exploit them for personal or commercial gain.

3.2 Alpha 3's approach to addressing the challenge of modern slavery is to ensure that there is transparency in our own business and throughout our supply chains. We expect the same high standards from all our contractors, Suppliers, distributors and other business partners, consistent with Alpha 3's obligations under the Modern Slavery Act 2015. We may terminate our relationship with any Supplier if they are found to be in breach of this policy.

- 3.3 **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.
- 3.4 **Equal opportunities.** Alpha 3 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.
- 3.5 **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.
- 3.6 **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.
- 3.7 **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 Alpha 3'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 Alpha 3) 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. Conflict Minerals**
- 5.1 U.S. Securities and Exchange Commission rules require certain companies to disclose the extent to which the products they manufacture or contract to manufacture contain so-called conflict minerals sourced from mines in the Democratic Republic of the Congo (DRC) or adjoining countries. Conflict minerals include tantalum, tin, tungsten and gold, which are used in many electronic components and computer products.
- 5.2 Alpha 3 firmly believes that its customers should be fully informed about the products they purchase. Alpha 3 is committed to working with its customers to supply products that meet the customer's specifications.
- 5.3 Alpha 3 does not directly purchase any conflict minerals from any source and endeavours not to purchase products that contain conflict minerals that directly or indirectly finance or benefit armed groups in the DRC or adjoining countries. Alpha 3 expects its suppliers to source minerals from responsible sources and provide Alpha 3 with proper verification of the country of origin and source of the materials used in the products they supply to it.
- 5.4 Alpha 3 fully understands the importance of this issue to its customers and is committed to working towards a conflict-free supply chain. Alpha 3 encourages all of its suppliers to likewise support these efforts and make information on the origin of their product components easily accessible on their websites.

5.5 If Alpha 3 becomes aware of any products supplied to it that contain conflict minerals sourced from mines in the DRC or adjoining countries it will immediately take appropriate action to resource supply of these materials.

## **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) 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.

## **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 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.

## **8. 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.

## **9. Procuring and managing Representatives**

9.1 When assessing the Supplier's performance against the requirements set out in this paragraph, Alpha 3 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.

9.2 With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Alpha 3's upstream supply chain. At a minimum, the due diligence must include the following:

- (a) investigations into prospective Representatives' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
- (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.

9.3 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.

## **10. Self-monitoring and reporting breaches**

10.1 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 Managing Director, Alpha 3 Manufacturing Limited, Unit 2, Hargreaves Way, Sawcliffe Industrial Park, Scunthorpe, North Lincolnshire, England, DN15 8RF.

10.2 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.

**11. Breach, remediation and termination**

11.1 Where Alpha 3 becomes aware of a breach of this Code by the Supplier or its workers, Alpha 3 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 Alpha 3 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, Alpha 3 may immediately terminate its business relationship with the Supplier (including any contracts).

11.2 Where Alpha 3 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, Alpha 3 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, Alpha 3 may immediately terminate its business relationship with the Supplier (including any contracts).