

SUPPLIER CODE OF CONDUCT

1. PURPOSE

- 1.1 The aim of this Supplier Code of Conduct (“Code”) is to clarify the expectations and obligations of suppliers, business partners and subcontractors (each a “Supplier” and collectively, the “Suppliers”) of WE Soda Ltd and our UK affiliates (“WE Soda”).
- 1.2 We value our partnerships with Suppliers and fully recognise that our mutual success depends on open communication and a commitment to common principles and business practices. Accordingly, we have set high standards for the way we conduct business in the areas of regulatory compliance, social responsibility, and environmental stewardship. It is the responsibility of each Supplier to ensure that its employees, agents and representatives understand and comply with this Code.
- 1.3 Our own Employee Code of Conduct (available on request) outlines the standard of conduct required of individuals working at WE Soda.

2. Ethics and legal requirements

- 2.1 Suppliers will, at all times, conduct their business in a legal and ethical manner and act with integrity. Further, they will ensure that all third parties and subcontractors are in full compliance with contractual agreements and compliance requirements. Including:
 - (a) Compliance with Applicable Laws and Regulations
 - (i) Meet and document compliance with all applicable legal and regulatory requirements.
 - (b) Avoid Conflicts of Interest
 - (i) Take steps to disclose, manage and document any actual, potential, or perceived conflicts of interests in relation to the Supplier’s engagement with us;
 - (ii) Avoid any conflict of interest when interacting with our employees; and
 - (iii) Notify us of any inappropriate gifts or hospitality offered to Supplier employees which might influence or appear to influence any Supplier employee decision in relation to us.
 - (c) No Bribery
 - (i) Refrain from engaging in any form of commercial bribery with its suppliers, agents or customers, nor offer any incentive to any of our employees or a family member of our employees in order to obtain or retain business; and

- (ii) Not to offer any payment or other advantage to any individual or a relative or dependent of such individual that is a government official in any country to speed up a routine or necessary procedure or gain any other form of advantage, and comply with all applicable laws dealing with the bribery of government officials, including, as applicable: the Bribery Act 2010, Turkish anti-corruption laws, the U.S. Foreign Corrupt Practices Act, and the Organisation for Economic Co-Operation and Development's Anti-Bribery Convention.

- (d) Anti-Money Laundering
 - (i) Refrain from engaging in any activity, practice or conduct which could be construed as a violation of any applicable law relating to the prevention of money laundering and terrorist financing including, but not limited to, the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 (as amended by the Money Laundering and Terrorist Financing Regulations 2019).

- (e) Fair Competition
 - (i) Comply with all applicable laws regarding fair competition and antitrust, and comply with guidance and rulings from the Competition & Markets Authority; and
 - (ii) When preparing proposals, bids or undertaking contract negotiations for us and our clients, Suppliers must be certain that all statements, communications and representations are accurate and truthful.

- (f) Protect Data and Information
 - (i) Safeguard our confidential information and act to prevent its misuse, theft and improper disclosure;
 - (ii) Process and store information as agreed with us and in accordance with the UK General Data Protection Regulation (UK GDPR);
 - (iii) Have appropriate privacy / data protection and information security policies and procedures in place to protect personal and confidential information; and
 - (iv) Notify us immediately of any actual or suspected privacy breaches, security breaches, or losses of our information and assist us in managing any consequences arising from such events.

- (g) Financial Integrity
 - (i) Not engage in any activity that is designed, or can be reasonably construed, to perpetuate a fraud; and

- (ii) Comply fully with all Supplier obligations in relation to all taxes due within the jurisdictions in which they operate. Suppliers must not participate in tax evasion or facilitate tax evasion by others. Specifically, we expect our Suppliers to have contracts, policies, systems, and /or procedures in place to ensure that all who act for them or on their behalf, also comply with such obligations.
- (h) Identification of Concerns
 - (i) Provide means for Supplier employees and agents to report concerns or potentially unlawful activities in the workplace. Treat any report in a confidential manner. Investigate such reports and take corrective action if appropriate.

3. Human dignity and labour

3.1 Suppliers must abide by applicable employment standards, non-discrimination, human rights and employment legislation, including the Employment Rights Act 1996. Where laws do not prohibit discrimination, or where they allow for differential treatment, Suppliers are expected to be committed to non-discrimination principles and not to operate in a way that unfairly differentiates between individuals.

3.2 All employment must be voluntary. Suppliers shall not support or engage in slavery or human trafficking in any part of its supply chain. Suppliers are expected to protect the human rights of their employees and to treat them with dignity and respect. Including:

(a) Modern Slavery and Human Trafficking

- (i) Comply with applicable laws and regulations of the countries in which they operate with respect to slavery, servitude, forced and compulsory labour and human trafficking, including, without limitation, the Modern Slavery Act 2015;
- (ii) Incorporate modern slavery clauses in all agreements in their supply chain related to the provision of services and products to us;
- (iii) Cooperate with us as we carry out periodic due diligence on Suppliers to ensure that the necessary measures are taken to prevent issues relating to modern slavery and human trafficking in the Suppliers and their supply chain.

(b) Child or Forced Labour and Employment

- (i) Comply with the applicable child employment laws of the countries in which they operate and have zero tolerance of child employment that is not in accord with local laws;
- (ii) Ensure the prevention, detection and reporting of compelled, forced, involuntary, bonded, indentured or prison labour of any type and the trafficking or involuntary servitude of any worker; and

- (iii) Demonstrate zero tolerance of compelled, forced, involuntary, bonded, indentured or prison labour of any type and the trafficking or involuntary servitude of any worker.
- (c) Non-discrimination
 - (i) Non-discrimination in hiring practices on grounds of race, religion or belief, gender, national origin, age, disability or sexual orientation or any other protection characteristic listed in the Equality Act 2010; and
 - (ii) Prohibition of retaliation for speaking up and employees are free to raise concerns and speak up (“blow the whistle”) without fear of reprisal.
- (d) Fair Treatment
 - (i) Respect for workers, and a zero tolerance for any engagement in corporal punishment, violence or threats of violence, or other forms of physical coercion, bullying or harassment (including, but not limited to, sexual harassment).
- (e) Working Hours, Wages and Benefits
 - (i) Working hours for Suppliers’ employees will not exceed the maximum set by applicable law.
 - (ii) Compensation paid to employees will comply with applicable wage laws and will provide, as a minimum to all employees working regularly on our premises, the Living Wage (as defined by the Living Wage Foundation). Employees must be paid in a timely manner in accordance with such laws.
- (f) Freedom to Terminate Employment
 - (i) Without limiting Supplier’s obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement: without restriction; and without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.
- (g) Freedom of Association
 - (i) In accordance with applicable laws, respect the rights of employees to, whether formally or informally, associate freely, join trade unions, seek representation, and engage in collective bargaining and not interfere with or discriminate against workers choosing to belong to them.
- (h) Compliance and Documentation
 - (i) Implement and maintain a reliable system to verify the eligibility of all workers, including: age eligibility; and legal status of foreign workers; and

- (ii) Implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

4. Environment, health and safety

4.1 Our commitment to sustainability includes efficient use of resources, respect for the environment, and safe and healthy workplaces. We expect our Suppliers to make similar commitments to continuously improve their environmental, health and safety performance. Including:

(a) Respect the Environment

- (i) Collaborate to eliminate waste and cost from the supply chain, such as programmes to reduce emissions and waste, promote the efficient use of energy and natural resources, and encourage responsible management of their products and processes through their entire life cycle, and for their intended end use; and
- (ii) Document any actions that have been taken to minimise the environmental impact of the Supplier's products and services.

(b) Protect Health and Safety

- (i) Demonstrate and actively work to advance sustainable business practices and a clear commitment to a safe workplace by complying with our site rules and guidelines, the Supplier safety check list, the Health and Safety at Work etc. Act 1974, guidance published by the Health and Safety Executive, and any additional health and safety legislation applicable to the Supplier's industry;
- (ii) Health, safety and security must be priorities in product manufacturing and in the provision of services and in planning for new products, facilities, processes and services; and
- (iii) Employees must work in a safe and healthy workplace, with the appropriate controls, training, work procedures, and personal protective equipment.

(c) Community Engagement

- (i) Respect the traditions, cultures and laws of the countries in which the Suppliers operate and seek to employ local people on projects wherever possible.

5. Quality

5.1 We strive for continuous improvement in all areas of operation and expects the same from our Suppliers. Suppliers will maintain a documented quality system that utilises process controls and emphasises defect prevention in addition to defect detection. Including:

(a) Communication

- (i) Promptly notify us of changes to goods or services that may adversely impact its product usage, service usage and/or business relationship;
 - (ii) Notify in advance of any plans to discontinue goods or services;
 - (iii) Communicate all terms, conditions and pricing through our designated supply chain and/or representatives; and
 - (iv) Obtain prior approval before soliciting or reaching out to others in WE Soda.
- (b) Business Resumption and Contingency Planning
 - (i) Develop, maintain and test the Supplier's business continuity and disaster recovery (BCDR) plans in accordance with any applicable regulatory, contractual and service level requirements.
- (c) Outsourcing and Subcontracting
 - (i) Not to subcontract services performed for us or outsource activities that directly impact the delivery of goods and services to us, without prior written approval;
 - (ii) Provide us with information relating to the locations of where the work will be performed, including the locations of data centres, the possibility of cross-border movement of any of our data, and the identity of parties involved in the provision of the services;
 - (iii) Where Suppliers are outsourcing certain activities in connection with us, monitor the outsourcing or subcontracting engagement to ensure compliance with the Suppliers' contractual obligations and with this Code, and provide evidence of such monitoring to us upon request.
- (d) Information
 - (i) Give a timely response to requests for information, technical assistance, or corrective actions; commit to openly share information on all elements of cost and cost improvement initiatives; and share sustainability and related data and, if necessary, cooperate in a sustainability audit.
- (e) Service
 - (i) Accept only specifications and requirements that can be met; provide prompt and professional customer service; and comply with purchase order and contractual obligations regarding schedules and deliveries for goods and services.
- (f) Process Development

- (i) Partner with us to develop process improvements and new applications, in addition to providing goods, services or innovations that give us a technical, process or service advantage over our peers and competitors.
- (g) Productivity Improvements
 - (i) Assist with research and the implementation of productivity improvements that result in lower costs every year as well as provide ideas and solutions that will improve the cost of goods and services.
- (h) Effective Use of Electronic Commerce
 - (i) Cooperate to improve efficiency of interaction through the utilisation of e-sourcing, e-invoicing and other web-based electronic tools upon our request; include purchase order numbers and reference numbers, where applicable, on all transaction documents; and participate in the automation of processes, where applicable.

6. Compliance

- 6.1 This Code is supplemental to any contract between us and Suppliers. To the extent that more specific or stringent terms are agreed in a contract, the contract terms shall prevail. Suppliers must maintain management systems and controls to promote and facilitate compliance with applicable laws and the principles set forth in this Code. Suppliers should also apply these or similar principles to the subcontractors, suppliers and other third parties they work with in providing goods and services to us.
- 6.2 If you have any questions about this Code, you should speak to your usual contact at WE Soda or e-mail us at contact@wesoda.co.uk

7. Monitoring and Reporting of Violation

- 7.1 WE Soda reserves the right to assess and monitor Suppliers' compliance with the requirements set out in this policy by conducting periodic audits (on site or otherwise) and third party assessments following reasonable prior notice to Suppliers.
- 7.2 Any person with reason to believe that the spirit or principles of this Code are not being respected by a Supplier is asked to report to ethics@wesoda.co.uk