

## **GB-Sol Ltd Supplier Code of Conduct**

### **GB-Sol Ltd & GB-Sol Projects Ltd**

As an international business we accept that we have a duty to trade responsibly.

We therefore want to ensure that those people with whom we deal and in particular our suppliers and our representatives live up to our values and standards and share that responsibility.

Accordingly, suppliers and representatives should comply with and seek to develop relationships with their own supply chains consistent with the principles set out below as a minimum.

#### **Our principles are as follows:**

##### **1. Compliance with laws**

Suppliers shall comply with all applicable laws and regulations of the countries in which operations are managed or services provided.

##### **2. Employment is freely chosen**

There is no forced or compulsory labour in any form, including bonded, trafficked, or prison labour.

Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

##### **3. Working conditions are safe and hygienic**

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training and such training shall be repeated for new or reassigned workers.

##### **4. Child labour shall not be used**

Suppliers must ensure that illegal child labour is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the minimum working ages defined by the International Labour Organisation (ILO).

##### **5. Human Trafficking, including Forced or Indentured Labour shall not be used**

Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

##### **6. Living wages are paid**

Suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure should not be permitted.

##### **7. Working hours are not excessive**

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.

In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every seven-day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

#### **8. No discrimination is practised**

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

#### **9. Social dialogue**

Suppliers are expected to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Suppliers are also expected to recognise and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

#### **10. No harsh or inhumane treatment is allowed**

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

#### **11. Confidentiality & Intellectual Property**

Suppliers shall properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g. advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorisation from the owner of the information.

Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorised access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with applicable data privacy laws.

#### **12. No bribery or corruption will be tolerated**

The offering, paying, soliciting or accepting of bribes or kickbacks, including facilitation payments, is strictly prohibited.

A bribe may involve giving or offering any form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit.

Bribery can also take place where the offer or giving of a bribe is made by or through a third party, e.g. an agent, representative or intermediary.

Some examples of bribes are as follows. This is not an exhaustive list:

- lavish gifts, meals, entertainment or travel expenses, particularly where they are disproportionate, frequent or provided in the context of ongoing business negotiations;
- the uncompensated use of company services, facilities or property;

- cash payments; loans, loan guarantees or other credit;
- the provision of a benefit, such as an educational scholarship or healthcare, to a member of the family of a potential customer, public or government official;
- providing a subcontract to a person connected to someone involved in awarding the main contract; and,
- engaging a local company owned by a member of the family of a potential customer, public or government official.

Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance). Such payments are strictly prohibited.

Suppliers, representatives and their employees must comply with all applicable anti-bribery and corruption laws. If no such anti-bribery or corruption laws apply or are of a lesser standard to that prescribed in the UK Bribery Act 2010, suppliers, representatives and their employees must adhere to the UK Bribery Act 2010.

Suppliers and representatives shall have in place anti-corruption and bribery procedures designed to prevent employees or persons associated with its business from committing offences of bribery or corruption. Suppliers and representatives will properly implement these procedures into their business and review them regularly to ensure that they are operating effectively.

### **13. Environment, Health & Safety**

Suppliers are expected to:

- establish an appropriate management system for Environment, Health and Safety;
- operate in a manner that actively manages risk, conserves natural resources and protects the environment in the communities within which they operate;
- protect the health, safety, and the welfare of their employees, contractors, visitors and others who may be affected by their activities; and,
- comply with all applicable environmental, health and workplace safety laws and regulations.

### **14. Responsible Sourcing of Minerals**

Suppliers must comply with applicable laws and regulations regarding conflict minerals which include tin, tungsten, tantalum and gold.

Additionally, suppliers should establish a policy to reasonably assure that the tin, tungsten, tantalum and gold which may be contained in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses.

Suppliers should exercise, as may be directed by law, due diligence on the source and chain of custody of these minerals and therefore at a minimum require the same from their next tier suppliers.

GB-Sol will always seek assurance and validation from all suppliers that any raw materials, or parts, or products do not come from an area known to suffer human rights abuses. The company does not currently procure from the Democratic Republic of the Congo or surrounding region and is aware of the human rights abuses in the mining sector from the region. The company also recognizes the continued economic development of the region and the support required, and that there are conflict-free minerals able to be sourced from the region, and hence the importance of continued trade with the region. If GB-Sol does require materials to be sourced from this region it will therefore put in steps of due diligence to ensure that materials, parts or products procured will be sourced from responsible suppliers. The method of identifying, assessing and responding to risks in the supply chain will be based upon the principles as recommended in the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas".

## 15. Audit and termination of agreements

We reserve the rights to verify any supplier's or representative's compliance with this Code of Conduct. Where supplier or representative reviews or audits demonstrate shortcomings in any of these areas, the supplier or representative should strive to implement a time-bound programme of improvement (remediation) leading to conformance.

In the event that we become aware of any actions or conditions not in compliance with this Code of Conduct, we reserve the right to request corrective actions. We reserve the right to terminate any agreement with a supplier or representative that does not comply with this Code of Conduct.



Mark Candlish, Managing Director, March 2024