

Preci-Spark supplier code of conduct

ABOUT THIS CODE

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to Preci-Spark. These core principles are reflected in this Supplier Code of Conduct (**Code**), which establishes the minimum standards and behaviours that must be met by any entity that supplies products or services to Preci-Spark.

1. DEFINITIONS

- Supplier:** means a body corporate, partnership or individual that provides goods or services to Preci-Spark.
- Worker:** means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.
- Representative:** means the Supplier's suppliers, vendors, agents, and subcontractors who form part of Preci-Spark's supply chain.

2. SCOPE AND COMPLIANCE WITH LAWS

- 2.1. The Supplier must comply with this Code and ensure that its Workers are aware of this Code and comply with it, in addition to the provisions of any commercial terms agreed between Preci-Spark and the Supplier.
- 2.2. The Supplier agrees that:
- 2.2.1. it will comply with the requirements in this Code.
 - 2.2.2. it will cascade the requirements of this Code to Representatives and include in its agreements with Representatives provisions that require Representatives to comply with the applicable provisions of this Code.
 - 2.2.3. it has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
 - 2.2.4. any breach of this Code will allow Preci-Spark to terminate its relationship with the Supplier with immediate effect.
- 2.3. The Supplier must 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.

3. UPDATING THIS CODE

Preci-Spark may modify this Code at any time and will notify the Supplier of any modifications from time to time.

4. WORKFORCE ISSUES

- 4.1. **Slavery, human trafficking and forced labour.** The Supplier will 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. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 4.2. **Human rights.** The Supplier will 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.
- 4.3. **Equal opportunities.** Preci-Spark is an equal opportunities employer and seeks to work with like-minded suppliers. Suppliers will 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.

- 4.4. **Freedom of association and collective bargaining.** The Supplier will respect, and will 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.
- 4.5. **Safe working environment.** The Supplier will 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. 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 will provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work. In addition, the Supplier will not support or engage in, or require any hazardous labour to be performed by any person under the age of 18. Hazardous labour involves any work that 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 precautions are not taken.
- 4.6. **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- 4.6.1. the minimum wage and benefits established by applicable law;
 - 4.6.2. collective agreements;
 - 4.6.3. industry standards; and
 - 4.6.4. an amount sufficient to cover basic living requirements.
- 4.7. **Harassment.** Preci-Spark does not tolerate any form of harassment in the workplace, including sexual harassment. The Supplier must take appropriate measures to prevent any form of harassment, from occurring in the workplace including as part of the service provided to Preci-Spark, and provide evidence of any such measures to Preci-Spark on request.
- 5. DATA PROTECTION AND INFORMATION SECURITY**
- 5.1. The Supplier will comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on Preci-Spark's behalf.
- 5.2. The Supplier will have in place appropriate measures to
- 5.2.1. protect the integrity and confidentiality of information (including information belonging to or supplied by Preci-Spark) held on its systems (which include physical and online or electronic systems); and
 - 5.2.2. safeguard our resources and information and ensure that there is no unauthorised access of the information by third parties, including its Representatives.
- 5.3. The Supplier must keep confidential information confidential and never use information which the Supplier should not have.
- 5.4. The Supplier must use appropriate nondisclosure or confidentiality agreements to protect our confidential and proprietary information.
- 6. EXPORT CONTROLS, SANCTIONS AND IMPORT OBLIGATIONS**
- 6.1. The Supplier must comply with all relevant export control and sanctions legislation when exporting or importing goods or technology and shall plan for and obtain all necessary authorisations and permits to ensure timely and compliant delivery of their products and services.
- 6.2. Where an authorisation or permit so requires, the Supplier shall also have in place all the necessary processes to manage access to export controlled goods or technology only by staff or other entities authorised to have such access. Where applicable, this requirement shall be flowed down to any sub-tier suppliers. The Supplier should also be alert for suspicious enquiries from those who might be attempting to gain illicit access to goods, software, or technology.

7. ARTIFICIAL INTELLIGENCE (AI)

- 7.1. The Supplier will give Preci-Spark as much notice as possible if it proposes to use an AI system to provide goods or services to Preci-Spark. This applies to the Supplier's use of AI systems to provide goods or services, and not to the use of AI systems as part of the Supplier's internal management.
- 7.2. The Supplier will implement and adhere to the highest standards of responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to all applicable:
 - 7.2.1. laws and regulations;
 - 7.2.2. industry requirements and standards; and
 - 7.2.3. guidance and codes of practice issued by a relevant regulatory authority.
- 7.3. Without limiting the Supplier's obligations under paragraph 5.2, the Supplier will:
 - 7.3.1. ensure that any AI systems developed or used by the Supplier are robust, secure, and safe throughout their entire lifecycle;
 - 7.3.2. develop and use AI systems in a way that respects human rights and human-centric values, including:
 - 7.3.2.1. fairness, equality, privacy and data protection; and
 - 7.3.2.2. avoiding discrimination and bias;
 - 7.3.3. be transparent about when and how AI is used;
 - 7.3.4. ensure the explainability, auditability and traceability of any AI systems used or developed by the Supplier, including their outputs; and
 - 7.3.5. establish and maintain appropriate governance, risk management, policies and procedures that promote the responsible, accountable and ethical use of AI systems.
- 7.4. The Supplier must be able to demonstrate to Preci-Spark's satisfaction that it has embedded these requirements into its responsible AI practices.
- 7.5. The Supplier must not use or retain any data or confidential information provided to it by Preci-Spark for the purposes of training or inputting into any AI system or model without prior written approval of Preci-Spark.
- 7.6. Where the Supplier uses third-party providers to develop an AI system, it must implement appropriate risk management and supervision measures to ensure that the third-party provider adheres to the standards set out in paragraph 5.2.

8. ENVIRONMENTAL RESPONSIBILITY

- 8.1. The Supplier will ensure that:
 - 8.1.1. 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;
 - 8.1.2. the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
 - 8.1.3. it will only use packaging materials that comply with all applicable environmental laws and treaties.
- 8.2. The Supplier will have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:
 - 8.2.1. an assessment of the environmental impact of all historical, current and likely future operations;
 - 8.2.2. steps to continuously improve environmental performance, reduce pollution, emissions and waste;
 - 8.2.3. measures to reduce the use of all raw materials, energy and supplies; and
 - 8.2.4. raising awareness and training workers in environmental matters.

9. BRIBERY AND CORRUPTION

- 9.1. The Supplier will maintain the highest ethical standards and comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery, corruption and fraud (including but not limited to the Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023). To that end, the Supplier will not:
- 9.1.1. accept, offer, promise, pay, permit or authorise:
 - 9.1.1.1. bribes, facilitation payments, kickbacks or illegal political contributions;
 - 9.1.1.2. money, goods, services, gifts, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - 9.1.1.3. any other unlawful or improper payments or benefits.
 - 9.1.2. engage in any activity, practice or conduct that would constitute fraud or a fraud offence under applicable laws;
 - 9.1.3. evade or facilitate the evasion of tax by another person anywhere in the world.

10. UNFAIR BUSINESS PRACTICES

The Supplier will 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.

11. PROCURING AND MANAGING REPRESENTATIVES

- 11.1. The Supplier will carry out appropriate due diligence on prospective Representatives that will form part of Preci Spark's upstream supply chain. Due diligence must include the following as a minimum:
- 11.1.1. 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;
 - 11.1.2. risk assessments for countries from which materials, components or finished goods are sourced; and
 - 11.1.3. the prospective Representative's ability to meet the requirements and principles that are covered in this Code.
- 11.2. In its dealings with Representatives, the Supplier will:
- 11.2.1. 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;
 - 11.2.2. 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
 - 11.2.3. pay its Representatives promptly.

12. TRAINING

- 12.1. The Supplier will implement a system of training for its workers to ensure that they are aware of the requirements of this Code.
- 12.2. The Supplier will keep a record of all training offered and completed by its workers and will make a copy of such record available to Preci-Spark on request.

13. CERTIFYING COMPLIANCE AND AUDIT

- 13.1. The Supplier will provide written confirmation to Preci-Spark upon request that:
- 13.1.1. it has appropriate systems in place to monitor its compliance with this Code; and
 - 13.1.2. it is able to comply with this Code for the duration of its relationship with Preci-Spark.

- 13.2. The Supplier will provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks within five (5) days of a written request from Preci-Spark.
- 13.3. In addition to the written confirmation at paragraph 11.1, Preci-Spark may conduct audits and inspections to verify the Supplier's compliance with this Code. Preci-Spark has no obligation to conduct such audits or inspections.

14. SELF-MONITORING AND REPORTING BREACHES

- 14.1. The Supplier will monitor its compliance with the Code and will report any breaches (actual or suspected) of this Code as soon as possible to Preci-Spark.
- 14.2. The Supplier will 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.

15. BREACH, REMEDIATION AND TERMINATION

- 15.1. Where Preci-Spark becomes aware of a breach of this Code by the Supplier or its Workers, the Supplier will have ten (10) days of being requested to remedy the breach. Preci-Spark may in its absolute discretion suspend the business relationship with the Supplier while remediation is ongoing.
- 15.2. If the Supplier fails to remedy the breach within a reasonable time, Preci-Spark may terminate its business relationship with the Supplier (including any contracts).

VERSION CONTROL

Code version	Date of revision and publication
1.0	26.01.2026