

Introduction by Gary Lasham Chief Executive Officer

We set high standards for our corporate and individual behaviour as detailed in a number of our supporting policies. On behalf of our customers and stakeholders, we count on our suppliers to do likewise in carrying out their work. The following Belfield Group Supplier Code of Conduct details the expectations of both ourselves and of you as a supplier collectively. We expect all suppliers to sign and share it with their employees.

We are happy to answer any questions you might have about the Code and its provisions at any time, which you can direct to your contact at Belfield Group.

With a shared commitment to ethical performance, we will reassure our respective customers, employees, investors, and others – helping to improve the reputation of all our companies.

Belfield Group, including all of its subsidiaries, divisions, operating entities, and authorized agents (jointly "Belfield Group"), is committed to:

- A standard of excellence in every aspect of our business and in every corner of the world
- Legal, ethical, and responsible conduct in all of our operations
- Respect for the rights of all individuals, including
- Protection of human rights
- Fair and non-discriminatory labour practices
- Respect and care for the environment

We expect all of our suppliers, manufacturers, service providers, and business partners along with their subsidiaries, affiliates, sub-contractors, and recruitment agencies (jointly "Suppliers"), to make these same commitments based on the 10 Principles of the United Nations Global Compact and in alignment with the Declaration on Human Rights and ILO standards. *At a minimum*, we require that all Belfield Group Suppliers meet the following standards:

Gary Lasham



CEO

4th January 2021

Child Labour

Suppliers will not use child labour.

The term “child” refers to a person younger than 15 (or 14 where local law allows), or, if higher, the local legal minimum age for employment or the age for completing compulsory education. If required by law, suppliers will have a procedure to invest in a remediation system to assist any children found to be working for the facility that caters to the children's best interests.

Suppliers employing young persons under age 18 who do not fall within the definition of “children” will also comply with any laws and regulations applicable to such persons.

Involuntary Labour

Suppliers will not directly or indirectly use, participate in, or benefit from involuntary workers, including human trafficking-related activities, for example: (i) using misleading or fraudulent recruitment or engagement practices for employees or contract workers (ii) charging employees and/or contract workers recruitment or engagement fees; (iii) destroying, concealing, confiscating, or otherwise denying access by an employee or any contract worker to his or her identity documents, such as passports or drivers' licenses); or (iv) using workers who are imprisoned, indentured, bonded, military or slaves. Where required by law Suppliers will have employment contracts signed with all employees in the applicable local language clearly outlining the employment relationship. Suppliers will engage non-employee contract workers on terms which do not contravene this Code. If required by law, Suppliers will have a remediation procedure to assist any worker found to be subjected to any form of involuntary labour, including human trafficking.

Coercion and Harassment

Suppliers will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological, or verbal harassment, abuse, or intimidation.

Non-discrimination

Suppliers will not discriminate in hiring or employment practices, terms, or conditions, including compensation, benefits, advancement, discipline, termination, or retirement, and will not discriminate in sourcing, based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, marital status, political opinion, disability, or any other category protected by law.

Suppliers will respect the rights of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or illegal interference.

Entitlement to work

Only workers with a legal right to work in the country should be employed by the supplier.

Health and Safety

Suppliers will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring, at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation.

Suppliers will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.

westbridge

tetrad

usleep

belfieldleisure

belfieldhome

clinchplain

Retaliation

Suppliers must not tolerate any retaliation against any employee who makes a good faith report of abuse, intimidation, discrimination, harassment, or any violation of law or of this Code of Conduct, or who assists in the investigation of any such a report.

Compensation and Working Hours

We expect Suppliers to recognize that wages are essential to meeting employees' basic needs. At a minimum, Suppliers will comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits. Except in extraordinary business circumstances, Suppliers will not require hourly employees to work more than the lesser of

- an annual average of 48 hours per week and 12 hours overtime or
- the limits on regular and overtime hours allowed by local law or
- where local law does not limit work hours, the regular work week in such country plus 12 hours overtime

Supplier's employees may voluntarily choose to work more hours, provided that they are not pressured to do so, and that the Supplier remains in compliance with all applicable laws, regulations and standards related to maximum hours. In addition, except in extraordinary business circumstances, employees will be entitled to at least one day off in every seven-day period.

Suppliers will compensate employees for overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate.

Where local industry standards are higher than applicable legal requirements, we expect Suppliers to meet the higher standards.

Protection of the Environment

Suppliers will comply with all applicable environmental laws and regulations and must abide by the three principles on the environment that are set out in the *United Nations Global Compact*:

- 1) supporting a precautionary approach to environmental change
- 2) undertaking initiatives to promote greater environmental responsibility; and
- 3) encouraging the development and diffusion of environmentally friendly technologies

To comply with these principles, Suppliers are to ensure that the resources and materials they use are:

- sustainable
- capable of being recycled
- used effectively with a minimum of waste unless Belfield Group specifically requests Suppliers to use a specific product or material
- processes are planned, monitored, and conducted in such a way to ensure environmental impacts are minimised

Where practicable, Suppliers also are to utilise technologies that do not adversely affect the environment; and, when such impact is unavoidable, to ensure that it is minimized.

Anti-Corruption

Suppliers must not tolerate, permit, or engage in bribery, embezzlement, extortion, kickbacks, or other forms of corruption in dealings with any government official or employee or any individual in the private sector. Suppliers will abide by all applicable local, national, and international laws, expressly including the UK Bribery Act, and the related principle adopted in the United Nations Global Compact, which provides that “business should work against corruption in all its forms, including extortion and bribery.”

Suppliers and their officers, directors, employees and agents will engage only in legitimate business and ethical practices in commercial operations; will not directly or indirectly pay, offer, give, promise or authorise payment of anything of value to another party for the purpose or intent to induce that party to use his/her authority to help the Supplier or another party; and will not accept any payment or other benefit as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of Belfield Group.

Security of Company and Personal Data

Suppliers shall handle and process data on behalf of Belfield Group only for the purposes for which it was collected, received, or otherwise made available, in accordance with the directions provided by Belfield Group, and subject to technical and organisational security measures necessary to safeguard it against loss, alteration, unauthorised disclosure, access or other unlawful forms of processing.

Other Laws

Suppliers will comply with all applicable local, national, and international laws, regulations, treaties, and industry standards, including, without limitation, those pertaining to export and trade controls and the manufacture, pricing, sale and distribution and safety of the relevant products and/or services.

If the requirements of this Code of Conduct are stricter than applicable local, national, or international law, the Supplier will comply with this Code. However, if there is any conflict between the requirements of this Code of Conduct and the requirements of any applicable local, national, or international law, Suppliers are to comply with the local, national, or international law. Suppliers will notify Belfield Group in writing of any such conflicts.

Subcontracting

Suppliers will not use subcontractors for the manufacture, production or provision of products or services for Belfield Group, including components thereof, without making all commercially reasonable efforts to obtain Belfield Group’s express prior written consent and to require the subcontractor to enter a written commitment with the Supplier to comply with this Code of Conduct.

Publication

Suppliers will communicate the provisions of this Code of Conduct to all employees at each employment site engaged in work for Belfield Group by, among other means, prominently posting a copy of this Code of Conduct, in the local language, in a place readily accessible to employees at all times, such as the Workers Notice Board or accessible display screens. Suspected violations can be reported to the relevant HR function who are tasked with managing our confidential whistle-blowing policy.

Monitoring and Compliance

Suppliers will authorise Belfield Group and its designated agents, auditors, and third-party representatives, to engage in monitoring activities to confirm compliance with this Code of Conduct,

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including unannounced on-site inspections of Supplier's and its subcontractors' employment sites and employer-provided housing; reviews of books and records relating to employment matters and the environment; and private interviews with employees. Suppliers will maintain on site at all employment sites engaged in work for Belfield Group all documentation that may be needed to demonstrate compliance with this Code of Conduct. Supplier may restrict Belfield Group representatives from records and areas containing confidential information of the Supplier, of the Supplier's other customers and of consumers and from records protected by applicable data protection laws.

Belfield Group's right to conduct a compliance audit is not contingent upon current orders or contracts. If an employment site has been approved as an active Belfield Group Supplier, Belfield Group may perform a compliance audit at any time.

Suppliers who fail or refuse, or whose subcontractors fail or refuse, to allow an authorised Belfield Group representative to monitor operations and/or records on the committed audit date will be charged the cost of the audit and related travel expenses (ranging from £500 to £3,000, depending on the employment site's location). Suppliers who provide incorrect contact information or fail to timely update their contact information will be fined £1,000.