



Supplier Code of Conduct

Contents

1. Compliance with the laws and regulations and priority standards
 2. Updating this code
 3. Workforce issues
 4. Data protection and Information Security
 5. Environmental Responsibility
 6. Protection of Animals and Species
 7. Bribery, Corruption and Fraud
 8. Tax Evasion
 9. Money Laundering
 10. Unfair Business Practices
 11. Consumer Interests
 12. Procuring and Managing Representatives
 13. Training
 14. Certifying Compliance and Audit
 15. Self-monitoring and Reporting Breaches
 16. Breach, Remediation and Termination
- Schedule 1 – Compliance Certificate

Version control

Code Version	Date of revision and publication
1.0	27.09.2022

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 Pointer Group Ltd (**Pointer Group, we, us, our**). These core principles are reflected in this Supplier Code of Conduct (**Code**), which establishes the minimum standards that must be met by any entity that supplies products or services to us.

DEFINITIONS AND SCOPE

In this Code:

Supplier, you, your means a company, partnership or individual that provides goods or services to Pointer Group.

worker means any individual whom you employ, hire or engage, or otherwise use to conduct your business.

representatives means your suppliers, vendors, agents, and subcontractors who are involved in Pointer Group's supply chain.

WHO MUST COMPLY WITH THIS CODE?





You shall comply with the Code and shall ensure that your workers and representatives are aware of this Code and comply with it.

SUPPLIER'S COMMITMENT

You agree that:

- You will comply with the requirements in this Code.
- You have appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will be treated by Pointer Group as, depending upon the severity of the breach, either a breach or a material breach of the contractual relationship with you.

1. Compliance with laws and regulations and priority of standards

1.1 In carrying out your obligations under agreement(s) with us, you 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 you or your 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:

- 1.2.1 If there is a conflict between any applicable laws or regulations, the provisions of an agreement with us and the provisions of this Code, you shall meet the most stringent standard.
- 1.2.2 If there is a conflict between the provisions of an agreement with us and the provisions of this Code, you shall meet the more stringent standard.

2. Updating this Code

We have the right to modify this Code from time to time on giving you at least 30 days' notice in writing (writing includes email).

3. Workforce issues

3.1 Slavery, human trafficking and child labour.

- 3.1.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- 3.1.2 We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners and, as part of our contracting processes, we include specific prohibitions against the use of forced,





compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our Suppliers will hold their own suppliers to the same high standards.

- 3.1.3 You shall 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 your supply chain. This includes, but is not limited to:
- a. including in contracts with your subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Code;
 - b. not supporting or engaging or requiring any forced labour, the use of or recruitment of child labour, bonded labour, indentured labour or prison labour;
 - c. developing, participating in and contributing to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child;
 - d. not employing children and young persons under 18 at night or in hazardous conditions; and
 - e. for the purposes of this paragraph 3.1, the following definitions apply:
 - I. **Child** means every boy and girl under the age of 18. The UN Convention on the Rights of the Child (1989) says: "For the purpose of this present Convention, a child means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier" (article 1). In Spanish-speaking countries in Latin America, it is usual practice to distinguish between boys and girls, on the one hand, and older adolescents, on the other, thereby recognising that adolescents are more mature and can take on more responsibilities than younger children; and
 - II. **Child Labour** means work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

- 3.1.4 Any Supplier who breaches this paragraph 3.1 may have their contract terminated for material breach with immediate effect.

3.2 Human rights. You 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. This includes the prohibition of:

- 3.2.1 physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation; and
- 3.2.2 harsh or inhumane treatment.

3.3 Equal opportunities.

- 3.3.1 Pointer Group is an equal opportunities employer and you 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.

- 3.3.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or homeworking arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

3.4 Working environment. You shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where you operate. This includes, but is not limited to:

- 3.4.1 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, you shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work;
- 3.4.2 providing regular and recorded health and safety training to workers and such training shall be repeated for new or reassigned workers;
- 3.4.3 providing access to clean toilet facilities and to potable water, and, if appropriate providing sanitary facilities for food storage;
- 3.4.4 providing accommodation, where necessary, which shall be clean, safe, and meet the basic needs of the workers; and
- 3.4.5 assigning responsibility for health and safety to a senior management representative.

3.5 Wages and remuneration.

- 3.5.1 You must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- the minimum wage and benefits established by applicable law;
 - industry standards; and
 - an amount sufficient to cover basic living requirements.
- 3.5.2 You must provide all workers with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 3.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded.

3.6 Working hours

- 3.6.1 Working hours must comply with national laws, collective agreements, and the provisions below, whichever affords the greater protection for workers.
- 3.6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.





- 3.6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.
- 3.6.4 The total hours worked in any seven day period shall not exceed 60 hours, except where all of the following are met:
 - a. this is allowed by national law;
 - b. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - c. appropriate safeguards are taken to protect the workers' health and safety; and
 - d. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 3.6.5 Workers shall be provided with at least one day off in every seven day period or, where allowed by national law, two days off in every 14 day period.

4. Data protection and information security

- 4.1 You shall comply with all data protection laws and requirements (including, where relevant, the UK GDPR and Data Protection Act 2018) when processing any personal data (as defined in UK GDPR) on our behalf.
- 4.2 You shall have in place appropriate measures to:
 - 4.2.1 protect the integrity and confidentiality of information (including information belonging to or supplied by us) held on your systems (which include physical and online or electronic systems); and
 - 4.2.2 ensure that there is no unauthorised access of the information by third parties, including your Representatives.

5. Environmental responsibility

- 5.1 You shall ensure that:
 - 5.1.1 your 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;
 - 5.1.2 the goods you manufacture (including the inputs and components that you incorporate into your goods) comply with all applicable environmental laws and treaties; and
 - 5.1.3 you will only use packaging materials that comply with all applicable environmental laws and treaties.
- 5.2 You shall have in place a suitable environmental management system for managing your environmental risks. As a minimum, the system should include and address the following:





- 5.2.1 an assessment of the environmental impact of all historical, current and likely future operations;
 - 5.2.2 steps to continuously improve environmental performance, reduce pollution, emissions and waste;
 - 5.2.3 measures to reduce the use of all raw materials, energy and supplies; and
 - 5.2.4 raising awareness and training workers in environmental matters.
- 5.3 You shall endeavour to create continual and long-term improvement with regards to your environmental results, by introducing appropriate technologies and production processes which allow the:
- 5.3.1 efficient use of natural resources and energy, as well as a minimisation of emissions;
 - 5.3.2 evaluation of any chemicals used on the basis of environmental protection and occupational safety, as well as consumer protection, and to replace harmful chemicals; and
 - 5.3.3 appropriate disposal of waste and to recycle materials wherever possible.

6. Protection of Animals and Species

- 6.1 You shall:
- 6.1.1 observe the principles of animal protection in your business activities;
 - 6.1.2 ensure that the farming and use of animals shall be appropriate to the species; and
 - 6.1.3 recognise the Washington Agreement (CITES) for the protection of endangered species of animals and plants and gear your business activities around it.

7. Bribery, corruption and fraud

- 7.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 7.2 For the purposes of this paragraph 7:
- 7.2.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit; and
 - 7.2.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 7.3 You 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, you shall not accept, offer, promise, pay, permit or authorise:
- 7.3.1 bribes, facilitation payments, kickbacks or illegal political contributions;
 - 7.3.2 money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - 7.3.3 any other unlawful or improper payments or benefits.



- 7.4 This paragraph 7 does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining your image or reputation, or marketing your products and services. However, a gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process). Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret.
- 7.5 Any Supplier who breaches this paragraph 7 may have their contract terminated for material breach with immediate effect.

8. Tax evasion

- 8.1 We conduct all our business in an honest and ethical manner. We take a zero-tolerance approach to the facilitation of tax evasion, whether under UK law or under the law of any foreign country. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate, and to implementing and enforcing effective systems to counter tax evasion facilitation.
- 8.2 We take our legal responsibilities very seriously. We will uphold all laws relevant to countering tax evasion, including the Criminal Finances Act 2017.
- 8.3 You must not, at any time, engage in the facilitation of tax evasion as part of your work for us, or otherwise engage in any conduct which might result in liability for us under the Criminal Finances Act 2017 or otherwise. This includes, but is not limited to:
- 8.3.1 engaging in any form of facilitating tax evasion or foreign tax evasion;
 - 8.3.2 aiding, abetting, counselling or procuring the commission of a tax evasion offence or foreign tax evasion offence by another person;
 - 8.3.3 failing to promptly report any request or demand from any third party to facilitate the fraudulent evasion of tax (whether UK tax or tax in a foreign country), or any suspected fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person; or
 - 8.3.4 threatening or retaliating against another individual who has refused to commit a tax evasion offence or a foreign tax evasion offence.
- 8.4 We may require you to sign a statement confirming that:
- 8.4.1 you have complied with all laws to which you are subject that concern tax evasion, foreign tax evasion, or the facilitation of tax evasion; and
 - 8.4.2 you have not engaged in any conduct which would otherwise place us at risk of prosecution under the Criminal Finances Act 2017 or otherwise.
- 8.5 Any Supplier who breaches this paragraph 8 may have their contract terminated for material breach with immediate effect.





9. Money laundering

- 9.1 You must take appropriate measures to prevent money-laundering in your operations and supply chain to adhere to all international laws, regulations and standards in respect of money laundering. These include measures in relation to:
- 9.1.1 concealing, disguising, converting or transferring criminal property or removing it from the UK;
 - 9.1.2 entering into or become involved in an arrangement which you know or suspect facilitates the acquisition, retention, use or control of criminal property by or on behalf of another person;
 - 9.1.3 acquiring, using or processing criminal property; or
 - 9.1.4 becoming involved in an arrangement facilitating concealment, removal from the jurisdiction, transfer to nominees or any other retention or control of terrorist property.
- 9.2 Any Supplier who breaches this paragraph 9 may have their contract terminated for material breach with immediate effect.

10. Unfair business practices

You 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.

11. Consumer Interests

- 11.1 You shall:
- 11.1.1 take appropriate measures to guarantee the quality of the products you offer;
 - 11.1.2 ensure that your products comply with all legal regulations with regards to health and safety, and are safe and do not pose a risk to health when used as intended; and
 - 11.1.3 take into account the interests of consumers in relation to information and sales activities by using fair business, marketing and advertising practices and promoting the education of consumers.

12. Procuring and managing Representatives

- 12.1 When assessing your performance against the requirements set out in this paragraph, we shall have due regard to the risk profile of the transaction, your ability to comply with the requirements and the consequences where you fail to meet those requirements.
- 12.2 You shall carry out appropriate due diligence on prospective Representatives that will form part of our upstream supply chain. At a minimum, the due diligence must include the following:
- 12.2.1 investigations into prospective Representatives' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
 - 12.2.2 risk assessments for countries from which materials, components or finished goods are sourced; and
 - 12.2.3 the prospective Representative's ability to meet the requirements and principles that are covered in this Code.





12.3 In your dealings with Representatives, you shall:

- 12.3.1 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;
- 12.3.2 ensure that you have measures to monitor that those Representatives are complying with those compliance-related provisions and that you have systems in place to address any deficiencies or breaches of those requirements; and
- 12.3.3 pay your Representatives promptly, with the maximum payment period being 30 days.

13. Training

- 13.1 You shall implement a system of training for your workers to ensure that they are aware of the requirements of this Code.
- 13.2 You shall keep a record of all training offered and completed by your workers and shall make a copy of such record available to us on request.

14. Certifying compliance and audit

- 14.1 You shall provide written confirmation to us at least once per year that:
 - 14.1.1 you have appropriate systems in place to monitor your compliance with this Code; and
 - 14.1.2 you are able to comply with this Code for the duration of your relationship with us.
- 14.2 The form of confirmation required is as set out in Schedule 1 of this Code.
- 14.3 In addition to the written confirmation, we may conduct audits to verify your compliance with this Code however we have no obligation to conduct such audits.

15. Self-monitoring and reporting breaches

- 15.1 You shall monitor your compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to: info@pointergroup.co.uk
- 15.2 You shall not retaliate or take disciplinary action against any worker who has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

16. Breach, remediation and termination

- 16.1 Where we become aware of a breach of this Code by you or your workers, we may either:
 - 16.1.1 immediately terminate our business relationship with you (including any contracts with such termination being on the grounds of material breach); or
 - 16.1.2 require you to produce a remediation plan specifying the actions that you will take that will lead to compliance with the Code, and present it to us within 30 days of being requested to do





so. If you fail to produce the remediation plan within this timeframe or fail to implement it within a reasonable time, we may immediately terminate our business relationship with you (including any contracts with such termination being on the grounds of material breach).

- 16.2 Where we become 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, we may either:
- 16.2.1 terminate our business relationship with you (including any contracts with such termination being on the grounds of material breach); or
 - 16.2.2 require you to remedy that incident (or incidents) with that Representative and produce a remediation plan specifying the actions that you and the Representative will take to remedy such incident(s). If you are not able to remedy such incident(s) with that Representative within a reasonable time, we may immediately terminate our business relationship with you (including any contracts with such termination being on the grounds of material breach).

Supplier Code of Conduct Compliance Certificate

As required by Pointer Group Ltd.'s Supplier Code of Conduct (Code), we certify that:

1. We are complying with the requirements in the Code
2. We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.

Name	
Authorised Signature	

On behalf of:

Supplier Name	
Date	

Please send a copy of this certificate to: info@pointergroup.co.uk

