

# ASD LIMITED AND ASD WESTOK LIMITED SUPPLIER AND PARTNER CODE OF CONDUCT

## ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of our employees are of paramount importance to ASD Limited and ASD Westok Limited. These core principles are reflected in this Supplier and Partner Code of Conduct (the "Code"), which establishes the minimum standards that must be met by any entity that supplies products or services to ASD Limited and/or ASD Westok Limited (together "ASD"). The term "Supplier" is used throughout this document to refer to all suppliers, partners and contractors.

Our focus at ASD is on delivering exceptional customer service. This means giving customers confidence that the goods and services they purchase from us have been sourced and produced in a fair and responsible manner and to the highest standards. We would expect that our suppliers share the same values. Our Code is our way of demonstrating that our suppliers support our principles and commitment to responsible business practice.

It means our customers can be confident that goods and services purchased through ASD have been developed responsibly, lawfully, in decent working conditions, without exploiting the people who make or deliver them and without damaging the environment. Customers can also be assured that we seek to source locally where appropriate to do so, in order to support local business.

## COMPLIANCE WITH THIS CODE

This Code applies to any person, partner or company involved in supplying goods or services to ASD. It outlines the minimum requirements we expect from our Suppliers, so that in turn, our customers receive the same best-in-class experience at every point of contact with ASD.

We expect our Suppliers to ensure that their subcontractors and suppliers agree to all of the principles and requirements described in this Code in a similarly binding manner and to take this into account in the selection of their subcontractors and suppliers.

### 1. **Monitoring and Reporting**

#### 1.1 **Monitoring**

We recognise that in order to be a responsible business we need to ensure our suppliers are following this Code. We expect our suppliers to evaluate their own activities to ensure that they are adhering to this Code throughout all their business activities. Suppliers must

maintain the documentation reasonably required to demonstrate evidence of compliance with this Code, which must be made available to ASD upon reasonable written request.

Compliance with this Code may be audited by or on behalf of ASD. In the event that a Supplier evidently fails to fulfil any of the principles or requirements set out in this Code or refuses to implement appropriate measures to eliminate or mitigate a failure to comply with the principles and requirements, ASD reserves the right to immediately terminate any or all contracts with the Supplier for cause.

## 1.2 Reporting

If any ethical or legal compliance issues arise that raise questions or concerns, it is the Suppliers' responsibility to notify such issues to ASD. To raise a concern, Suppliers can call ASD's Legal and Compliance Office on 0113 254 1300, or send an email to [compliance@asd.ltd](mailto:compliance@asd.ltd)

The function of the Legal and Compliance Office is to ensure that all ethical and/or compliance issues raised through any channels offered to Suppliers under this Code are resolved quickly, fairly and at the proper level within our organisation.

### SUPPLIER'S COMMITMENT

#### The Supplier agrees that:

It will comply with the requirements in this Code.

It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.

Any breach of this Code will allow ASD to terminate its relationship with the Supplier with immediate effect.

## 2. Business ethics and integrity

ASD expects all of its Suppliers to conduct their business in accordance with high ethical standards. As a minimum, each Supplier must conduct business in accordance with all applicable laws, rules and regulations regarding business ethics, including those which address bribery or other prohibited conduct. Suppliers must conduct business in an honest and ethical manner. We do not tolerate bribery or corrupt business practices, including money laundering.

### 2.1 Fraud, Bribery & Corruption

We expect our Suppliers to comply with all applicable competition laws (including but not limited to the Competition Act 1998), including those relating to teaming and information

sharing with competitors, price fixing and rigging bids. Suppliers must also comply with all export control regulations and applicable sanctions.

Suppliers must refrain from offering any invitations or gifts to ASD employees in order to gain any form of influence. Any invitations or gifts extended to our employees or related parties must be reasonable and suitable in terms of scope, design and social acceptability, which means they must be of a reasonable financial value and reflect customary business practices. We also expect our suppliers to refrain from asking our employees or related parties for any inappropriate advantages. Suppliers must avoid all conflicts of interest that could adversely influence the business relationship.

We expect our suppliers to comply with the Bribery Act 2010 and to have procedures in place for the detection and prevention of fraud, bribery and corrupt business practises, as outlined in current legislation.

The Supplier shall comply with all applicable laws, statutes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
- (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- (c) any other unlawful or improper payments or benefits.

## **2.2 Conflict Minerals**

ASD expects its Suppliers to take reasonable steps to avoid the use in its products of raw materials which directly or indirectly finance armed groups that violate human rights. No Supplier shall supply goods to ASD containing columbite-tantalite (coltan), cassiterite, wolframite, tin, tungsten, tantalum or gold ("Conflict Minerals") obtained or originating from countries that are defined as conflicted countries in Regulation (EU) 2017/821 of the European Parliament and of the Council, as amended from time to time, as well as in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protections Act, as amended from time to time ("Covered Country/Countries").

When any orders or contracts for the supply of goods to ASD are entered into, all Suppliers shall inform ASD in writing to [compliance@asd.ltd](mailto:compliance@asd.ltd) whether any such goods contain Conflict Minerals. Such notification shall identify the specific Conflict Mineral and its country of origin and the name of the relevant smelter. If the Conflict Mineral originates from a Covered Country, the Supplier must confirm that the purchase of such Conflict Mineral did not directly or indirectly finance or benefit armed groups in the Covered Countries and state the basis on which such confirmation is given. ASD reserves the right to terminate any orders or contracts for goods containing Conflict Minerals at its sole discretion.

## 2.3 Supply Chain Due Diligence and Sanctions

ASD expects all suppliers to undertake their own due diligence into their supply chain to ensure compliance with this Code and the legislation of the country in which it operates. All Suppliers should satisfy themselves as to the identity of those with whom they do business and should ensure that they comply with sanctions legislation in the UK, EU and USA and in particular will ensure compliance with any restrictions on trade and import including but not limited to The Russia (Sanctions) (EU Exit) Regulations 2019 and any successive legislation and the Supplier understands that it is a condition of all agreements with ASD that no Goods supplied originate from and have not been exported from Russia and/or Belarus or other prohibited territories and that the Supplier and any person connected with the Supplier are not on any restricted lists within the EU, US and UK

## 3. Employment Practices and Human Rights

**3.1 Slavery, human trafficking and child labour:** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations 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 or the use of child labour.

**3.2 Human rights:** The Supplier shall comply with all internationally recognised human rights, including as a minimum, those expressed in the Human Rights Act 1998 from time to time in force in any part of its supply chain.

**3.3 Equal opportunities:** ASD is an equal opportunities employer and expects its Suppliers to comply with the Equality Act 2010. Suppliers shall therefore not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, 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.

**3.4 National Living Wage and Working Hours:** All Suppliers should comply with legislation and/or industry standards on working hours and have a payment structure that is in line with or is more than the National Living Wage.

## 4. Managing Risks

### 4.1 Health and Safety

We anticipate that our Suppliers will be just as committed as we are to providing a safe, healthy and compliant working environment for all employees and other third parties in

order to preserve their health, safety and welfare and to prevent accidents, injuries or work-related illnesses.

We expect that our suppliers and business partners will comply with applicable health and safety laws and regulations in relation to the products and services they supply us. This includes implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. We also expect our suppliers to comply with the requirements of ISO 45001.

## **4.2 Environment**

ASD's environmental policy outlines our commitment to reducing our impact on the environment and to have a positive impact on the communities we serve. As such we expect that our suppliers will also comply with applicable environmental laws and regulations in relation to the products and services they supply us. We anticipate that our suppliers will comply with ISO 9001 and will seek to minimise any significant impacts that they may have on the environment and actively manage environmental risks associated with its operations.

## **4.3 Quality**

Suppliers providing products and services to ASD must comply with the requirements of ISO 9001 and have a robust quality management system in place.

## **4.4 Business Continuity**

ASD's mission is to get the customer the products and services they need, when they need them. To give our customers confidence in our ability to do this, we expect our suppliers to have plans in place that mitigate the impact of any potential or realised disruption that may impact their, or that of any of their suppliers/partners ability to continue the supply of goods and/or services to us.

ASD have robust systems in place in the event of disruption and are certified to ISO 22301: Business continuity management system.

## **4.5 Data protection and information security**

Our Suppliers shall comply with all data protection laws and requirements, including but not limited to the Data Protection Act 2018, when processing any personal data on ASD's behalf.

Suppliers providing products and services to ASD must comply with the relevant requirements of ISO 27001 and the UK Government's Cyber Essentials scheme, ensuring

that appropriate security controls, service definitions and delivery levels are effectively implemented, operated and maintained.

The Supplier shall have in place appropriate measures to:

- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by ASD held on its systems (which include physical and online or electronic systems); and
- (b) ensure that there is no unauthorised access of the information by third parties.

## 5. Training

**5.1** The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code. The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to ASD on request.

## 6. Updating this Code

The provisions of this Code may be amended, supplemented or waived from time to time by ASD. Our Suppliers are expected to accept any modifications resulting from legal requirements or which may otherwise be reasonably required.

### Declaration

We, the undersigned, hereby confirm on behalf of our company (the "Supplier") that by signing this document, we undertake to acknowledge and comply with all provisions and principles laid out in this Supplier and Partner Code of Conduct, as amended from time to time.

Name of Supplier:

Name of Authorised Signatory:

Signed by Authorised Signatory  
on behalf of the Supplier:

Date: