



RESPONSIBLE SOURCING
POLICY AND SUPPLIER CODE OF CONDUCT

JANUARY 2024

Revision History

VERSION	REVISION DATE	SECTION REVISED	REASON FOR REVISION	DESCRIPTION OF REVISION

WOODCROSS RESOURCES HOLDCO LTD
Registered number: 000006593
(“Company”)

Responsible Sourcing Policy

1. OBJECTIVES

- 1.1 **Woodcross Resources Holdco Ltd** (hereinafter referred to as the *Company*) and its subsidiaries (together with the Company, the *Group*) have no legal responsibility for the business standards of their suppliers. However, according to UN and OECD norms we are expected to act with due diligence towards suppliers to avoid contributing to violating human and workers’ rights, environmental degradation or violating anti-corruption legislation within the supply chain.
- 1.2 The Group defines responsible sourcing as conducting purchases in a way which allows the Group to identify the risk that violations of human and workers’ rights, environmental legislation or anti-corruption legislation may occur in the Group’s supply chain and – where such violations are discovered – initiate actions towards the supplier to end the noncompliance.
- 1.3 This document describes the key principles for responsible sourcing for the Group.
- 1.4 We believe that by adhering to these principles, we will not only contribute to more sustainable supply chains, but also reduce commercial risk and strengthen our long-term competitiveness.

2. SCOPE

This procedure covers all purchasing activities within the Group.

3. RESPONSIBILITY

- 3.1 The appointed compliance officer for the Group is responsible for updating this procedure.
- 3.2 Every division/company or department within the Group is responsible for handling the procurement process according to this procedure.

4. DESCRIPTION

4.1 Principles for Responsible Sourcing

Responsible sourcing by the Group involves risk- based engagement with suppliers, meaning that efforts should be directed towards the product/product categories and suppliers which represent the most significant risk. Each member of the Group should work according to a continuous improvement philosophy, both with regard to setting internal targets and expecting suppliers to make progress.

4.2 Ethical Supplier Requirements

The Group's 'Supplier Code of Conduct' (*SCoC*) attached at Appendix A describes the Group's requirements for suppliers related to human rights, work standards, the environment and business practices. The SCoC should be communicated to all suppliers with a particular focus on risk-suppliers. Suppliers should be encouraged to present the same type of requirements to their own suppliers.

4.3 Risk Assessment

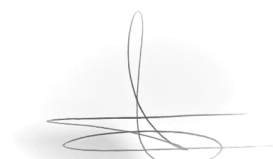
The Group shall conduct a risk assessment of their portfolio of suppliers to identify suppliers who may represent a risk of non-compliance with the requirements presented in the SCoC. The suppliers should be categorized as low risk, medium risk or high risk based on the risk criteria. Suppliers who are assessed as medium or high-risk suppliers should be subject to a more detailed risk assessment. Examples of commonly used risk assessment tools are self-assessment questionnaires and supplier audits.

4.4 Reactions To Breaches

The purpose of responsible sourcing is to use our purchasing power to influence suppliers' business standards for the better. Therefore, when breaches of the SCoC are detected, the contract with the supplier should not automatically be terminated, even when the contract gives us the right to do so. Rather, the Group shall assess the severity of the breach. The normal response to non-compliance should be to follow up on the supplier through requirements, dialogue and guidance.

Suppliers which do not comply with our requirements shall demonstrate willingness to comply by documenting improvements within a specified time frame. In the case of severe breaches of the requirements, or lack of progress over time, the contract should be terminated. Risk issues related to complex supply chains, such as for commodities, should be dealt with on a case-by-case basis. Potential actions may include product certification, collaboration projects with other industry players or dialogue with governments.

Signature:



Managing Director

For and on behalf of
Woodcross Resources

Date: 22 January 2024

APPENDIX A

Supplier Code of Conduct

INTRODUCTION

As an international business with suppliers and representatives the world over, we accept that we have a duty to trade responsibly. We therefore want to ensure that those people with whom we deal, 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 and should be compliant with all local laws and the following principles as a minimum.

Our principles are as follows:

- 1) Employment is freely chosen;
- 2) Freedom of association and the right to collective bargaining are respected;
- 3) Working conditions are safe and hygienic;
- 4) Child labour shall not be used;
- 5) Land Acquisition;
- 6) Living wages are paid;
- 7) Working hours are not excessive;
- 8) No discrimination is practiced;
- 9) Regular employment is provided;
- 10) No harsh or inhumane treatment is allowed;
- 11) Confidentiality;
- 12) No bribery or corruption will be tolerated;
- 13) Conflict Minerals;
- 14) Environmental management;
- 15) Quality; and
- 16) Audit and termination of agreements

These principles are explained in more detail below.

1. EMPLOYMENT IS FREELY CHOSEN

- 1.1 There is no forced or compulsory labour in any form, including bonded, trafficked, or prison labour.
- 1.2 Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. **FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED**

- 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities. Workers, representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.3 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. **WORKING CONDITIONS ARE SAFE AND HYGIENIC**

- 3.1 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.
- 3.2 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.3 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.4 The company observing the code shall assign responsibility for health and safety to a senior management representative.

4. **CHILD LABOUR SHALL NOT BE USED**

- 4.1 There shall be no recruitment of child labour.
- 4.2 Companies shall develop or participate in and contribute 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.
- 4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 4.4 Policies and procedures shall conform to the provisions of the relevant International Labour Organization (*ILO*) standards.
- 4.5 A child is defined as any person less than 15 years of age, unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age would apply. If, however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention

138, the lower age will apply.

- 4.6 A young person or young worker is defined as any worker over the age of a child as defined above and under the age of 18.

5. **LAND ACQUISITION**

We adhere to the principle of free, prior and informed consent of all communities when acquiring land. The rights of communities and traditional peoples to maintain access to land and natural resources will be recognised and respected.

6. **LIVING WAGES ARE PAID**

- 6.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

- 6.2 All workers shall be provided 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.

- 6.3 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 expressed permission of the worker concerned. All disciplinary measures should be recorded.

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. **REGULAR EMPLOYMENT IS PROVIDED**

- 9.1 To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.

- 9.2 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, subcontracting, or home-working 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.

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**

The confidentiality of information exchanged during business must be respected and never be used for illegal purposes or for individual gain. False information must not be given during commercial negotiations.

12. **NO BRIBERY OR CORRUPTION WILL BE TOLERATED**

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

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

- 12.7 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. **CONFLICT MINERALS**

Recognising that risks of significant adverse impacts which may be associated with extracting, trading, handling and exporting tin and other minerals from conflict-affected and high-risk areas, and recognising that the Group has the responsibility to respect human rights and not contribute to conflict, the Group commits to adopt, disseminate and incorporate in contracts and/or agreements with mineral suppliers a Conflict Minerals Policy as representing a common reference for conflict-sensitive sourcing practices of tin and other minerals. Suppliers are expected to conform to the policy and flow it down their supply chain.

14. **ENVIRONMENTAL MANAGEMENT**

- 14.1 We support and encourage operating practices and production systems that are sustainable.
- 14.2 The supplier and representatives will continually strive towards improving efficiency and sustainability of their operations which will include water conservation programmes.
- 14.3 The following aspects of environmental management will be included in the supplier assessment:
- there should be a company environment representative;
 - the company should be aware of and able to demonstrate compliance with all current legislation that may affect its activities;
 - the company should conduct an environmental review and consider all aspects of its products and services; and
 - any enforcement, improvement or prohibition notices served on the site within the last three years.

15. **QUALITY**

- 15.1 Any goods supplied shall be without fault and of the best available design, quality, material, and workmanship, be fit for any purpose held out by the supplier and representatives or made known to the supplier and representatives or for which they are commonly used and shall conform in all respects with any order and specification and/or patterns or samples supplied or advised by the supplier and representatives.

- 15.2 Any services supplied shall be provided by appropriately qualified and trained personnel, with due care and diligence, to such high standard of quality as is reasonable for us to expect in all circumstances and shall conform in all respects with any order.

16. **AUDIT AND TERMINATION OF AGREEMENTS**

- 16.1 Each member of the Group reserves the rights to verify the supplier's and representative's compliance with the SCoC. Where supplier and representative reviews or audits demonstrate shortcomings in any of these areas, the supplier and representative should strive to implement a time-bound programme of improvement (remediation) leading to conformance.
- 16.2 In the event that we become aware of any actions or conditions not in compliance with the SCoC, we reserve the right to request corrective actions. Each member of the Group reserves the right to terminate an agreement with any supplier and representatives that does not comply with the SCoC.