

JT Supplier Code of Ethical Purchasing

1. Introduction

- 1.1. This Code of Ethical Purchasing Policy (“this **Code**”) sets out the minimum standards of behaviour that JT expects its suppliers to meet in the areas of social, environmental and ethical compliance. This Code is designed to promote safe and fair working conditions and the responsible management of social, ethical and environmental issues in JT’s supply chain.

2. General Requirements

- 2.1. The phrase “Supplier” in this Code shall mean a party that provides goods and or services to JT and, where relevant, also include all officers, employees, contractors, subcontractors and agents of Supplier. All references to “JT” include the relevant contracting entity and all other JT Group Companies that benefit from the goods and services being provided.
- 2.2. Supplier shall comply with all relevant laws, regulations and standards in all of the countries in which it operates.
- 2.3. Supplier is encouraged to make all reasonable endeavours to promote this Code to its suppliers and subcontractors.

3. Monitoring, Corrective Action and Reporting

- 3.1. Supplier is expected to identify, correct and monitor the continued compliance of any activities that fall below the standards of this Code.
- 3.2. Supplier shall immediately report to JT any serious breaches of this Code and together with JT agree a schedule for corrective action.
- 3.3. A breach of this Code may be considered to be a material breach of contract with JT, and JT accordingly reserves all its legal rights and remedies in respect of any such breach.
- 3.5. Supplier shall provide JT with reasonable access to all relevant information and premises for the purposes of assessing performance against this Code and use reasonable endeavours to ensure that sub-tier suppliers do the same. Audits may be conducted by an independent third party on behalf of JT. Audits may also be conducted jointly between JT and Supplier, and include the assistance of an industry representative, or relevant Non-Governmental Organisation.

4. Principles

4.1. Child Labour

- 4.1.1. Supplier shall strictly prohibit child labour. No person shall be employed who is below the minimum legal age for employment.
- 4.1.2. The minimum age for employment shall be the age for completing compulsory education in the relevant country or not less than 15 years of age (or not less than 14 years, in countries where educational facilities are insufficiently developed, in accordance with international principles), whichever is higher.
- 4.1.3. Children (persons under the age of 18) shall not be employed for any hazardous or night work, or work that is inconsistent with the child's personal development.
- 4.1.4. In the event Supplier discovers a child is employed, the best interests of the child shall be the primary consideration. Supplier shall contribute, support and/or develop policies and programmes that assist any child found to be performing child labour.

4.2. Forced Labour

- 4.2.1. Supplier shall not use any form of forced, bonded, compulsory labour, slavery or human trafficking.
- 4.2.2. Supplier's employees shall be entitled to leave work or terminate their employment with reasonable notice. Employees shall be free to leave work after such reasonable notice period expires. All employment shall be voluntary. Supplier shall provide each of its employees with an employment contract which contains such a reasonable notice period.
- 4.2.3. Supplier shall not require employees to lodge deposits of money or withhold payment or place debt upon employees or require employees to surrender any government-issued identification, passports, or work permits as a condition of employment.

4.3. Working Hours

- 4.3.1. Supplier shall ensure working hours of Supplier's employees do not exceed the maximum set by local law.

- 4.3.2. Supplier shall allow each of its employees at least one day off following every six consecutive working days.
- 4.3.3. Supplier shall grant its employees the right to paid vacation.
- 4.3.4. In exceptional circumstances (which may include emergency situations but shall not include anticipated peaks in production requirements), when these hours might be exceeded by Supplier's employees, working hours shall in any event not be excessive. Supplier shall be considerate to the type of work performed and the acceptable working hours for the role concerned.
- 4.3.5. Supplier shall compensate overtime relevant to employee's standard hourly rate.

4.4. Payment

- 4.4.1. Supplier shall ensure its employees understand their employment conditions and give employees fair and reasonable pay as well as any legally entitled or agreed benefits.
- 4.4.2. Supplier shall not use deductions from wages as a disciplinary measure. Employees must be paid in a timely manner, and Supplier must clearly convey to its employees, the basis on which they are paid.

4.5. Disciplinary Practices

- 4.5.1. Supplier will treat all employees with respect and dignity. Supplier shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation.

4.6. Discrimination

- 4.6.1. Supplier shall not engage in or support any form of discrimination in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions including but not limited to: race, colour, age, veteran status, gender identification, sexual orientation, pregnancy, ethnicity, disability, religion, political affiliation, trade union membership, nationality, indigenous status, medical condition, HIV status, social origin, social or marital status and union membership.
- 4.6.2. Supplier shall ensure no form of discrimination is present at any stage of employment, from the selection of suitable applicants, their interview and assessment; to the terms of their employment, payment and grounds for dismissal.

4.7. Freedom of Association & Right to Collective Bargaining

- 4.7.1. Supplier shall respect the rights of employees to join or not to join trade unions or similar representative bodies and the rights of employees to collective bargaining to the extent permitted by applicable law. Supplier shall allow open communication and direct engagement between its employees and management in building employee relations and for the resolution of any issues.

4.8. Anti-bribery, Corruption and Individual Conduct

- 4.8.1. Supplier shall not tolerate or enter into any bribery, including improper offers or payments to or from employees, customers, suppliers, organisations or individuals.
- 4.8.2. Supplier shall:
- have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments;
 - not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official; and
 - ensure its employees, contractors and sub-contractors are aware of its antibribery policy and how to comply with its requirements.

4.9. Fraud and money laundering

- 4.9.1. Supplier shall:
- act in accordance with all applicable international standards and laws on fraud and money laundering;
 - not do or omit to do anything likely to cause any party to be in breach of any of such international standards and laws; and
 - maintain an effective anti-fraud and (where appropriate) an anti-money laundering compliance programme, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

4.10. Responsible Sourcing of Minerals

- 4.10.1. Supplier shall have a clear policy or procedure in place to avoid knowingly purchasing conflict minerals.

4.10.2. In particular Supplier shall have a policy or procedure to reasonably assure that the tin, tantalum, tungsten and gold in the products it manufactures does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Supplier shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measure available upon JT's request.

4.11. Health & Safety

4.11.1. Supplier shall provide a healthy and safe working environment for employees, contractors, partners or others who may be affected by Supplier's activities, in accordance with international standards and national laws.

4.11.2. Supplier shall put in place mechanisms to ensure that health and safety obligations are communicated and applied to parties under its control.

4.11.3. Supplier shall ensure it meets general principles of health and safety risk prevention. General principles include identifying, minimising and preventing hazards, using competent and trained people, providing and maintaining safe equipment and tools, including personal protective equipment as required.

4.11.4. Supplier shall have mechanisms and shall implement them to ensure that all its employees are competent to carry out the health and safety aspects of their responsibilities and duties. This shall include the nomination and training of persons at an appropriate level (and in particular executives), who are responsible for discharging Supplier's health and safety obligations.

4.11.5. Supplier shall ensure facilities and amenities, including employee accommodation where provided by Supplier, shall be hygienic, safe and meet the basic needs of employees.

4.11.6. Supplier shall have systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations. Supplier shall have means and procedures in place for recording, investigating and implementing learning points from accidents and emergency situations.

4.12. Environment

4.12.1. Supplier shall comply with relevant legislation and international standards, and in countries where environmental legislation is not evident or enforced, ensure reasonable practices for managing environmental impacts are in place.

- 4.12.2. Supplier shall implement an internal environmental management system to the extent applicable to Supplier's business.
- 4.12.3. Supplier shall obtain, maintain and keep current all necessary environmental permits (e.g. waste management, transportation), approvals and registrations.
- 4.12.4. Supplier shall respect all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, hazardous chemicals and other materials included in products.. The use of such chemicals and materials by Supplier must be avoided (and if not possible to avoid, minimised).
- 4.12.5. Supplier shall identify, minimise, monitor, control and treat all hazardous air pollutants and all emissions should be avoided in accordance with international standards and applicable laws.

4.13. Climate Change

- 4.13.1. Supplier shall where requested by JT identify, monitor and minimize Greenhouse Gas emissions (GHG) and energy consumption from its own operations including CO2 emissions from transportation and travel and support providing relevant data to JT or recognised third parties appointed by JT to measure improvements.

5. Reporting

- 5.1. Supplier shall report any instances of illegal or unethical behaviour or breaches of this Code (in relation to the goods and services being provided to JT) in confidence using the contact details below. Supplier shall regularly promote these JT contact details (as may be updated by JT from time to time) and have them permanently available within Supplier's organisation and to any contractors or subcontractors working on Supplier's behalf for JT:

- compliance@jtglobal.com; or
- procurement@jtglobal.com.