

Compliance Standard

Supplier Code of Conduct & Ethics

13th June 2024

1. Summary

Corporate integrity, responsible sourcing and the safety and wellbeing of workers across the global supply chain are of paramount importance to Sygnature Discovery. These core principles are reflected in this Supplier Code of Conduct and Ethics (the “**Code**”), which establishes the minimum standards that must be met by any business or entity that supplies products or services to Sygnature Discovery.

2. Definitions and Scope

2.1 In this Code:

Affiliate: means any entity that directly or indirectly controls, is controlled by, or is under common control with Sygnature Discovery from time to time.

Associates: means the Supplier's suppliers, vendors, agents and sub-contractors who are involved in Sygnature Discovery's supply chain.

Sygnature Discovery: means Sygnature Discovery Limited, a company incorporated and registered in England and Wales with company number 05210563 whose registered office is at The Discovery Building, BioCity, Pennyfoot Street, Nottingham, NG1 1GR, United Kingdom and its Affiliates.

Supplier: means a company, partnership or individual that provides goods or services to one or more members of the Sygnature Discovery group of companies.

2.2 Who Must Comply with this Code?

The Supplier must comply with this Code and must ensure that its workers are aware of this Code and comply with it.

The Supplier must include in its agreements with Associates provisions that require Associates to comply with the applicable provisions of this Code.

2.3 Supplier's Commitment

The Supplier agrees that:

- a) it will comply with the requirements in this Code;
- b) it has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance; and
- c) any breach of this Code will allow Sygnature Discovery or its Affiliates, as the case may be, to terminate its relationship with the Supplier with immediate effect.

3. Process

3.1 Standards of Compliance

In carrying out its agreement(s) with Sygnature Discovery, the Supplier must comply with the standards set out in this Code, all applicable laws and regulations where it operates and/or where the Supplier is providing services including but not limited to the laws and regulations relating to issues addressed in this Code.

If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Code, the Supplier shall meet the most stringent standard.

3.2 Updating this Code

Sygnature Discovery has the right to modify this Code from time to time on giving the Supplier at least thirty (30) days' notice in writing, which includes email.

3.3 Workforce Issues

3.3.1 Slavery, Human Trafficking and Forced Labour

The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour, or prison labour.

3.3.2 Human Rights

The Supplier 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 in any part of its supply chain.

3.3.3 Equal Opportunities

Sygnature Discovery is an equal opportunity employer. The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

3.3.4 Freedom of Association and Collective Bargaining

The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

3.3.5 Working Environment

The Supplier shall:

- a) provide a safe, healthy, and sanitary working environment and comply with all applicable UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, 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, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work; and
- b) not support or engage in or require any hazardous labour to be performed by any person under the age of eighteen (18). Hazardous labour involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker if adequate protections are not taken.

3.3.6 Wages and Remuneration

The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- a) the minimum wage and benefits established by applicable law;
- b) collective agreements;
- c) industry standards; and
- d) an amount sufficient to cover basic living requirements.

3.4 Information Security and Data Protection

Without prejudice to any agreement(s) in place between Sygnature Discovery and the Supplier, the Supplier shall have in place appropriate measures to:

- a) protect the integrity and confidentiality of information (including information belonging to or supplied by Sygnature Discovery) 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, including its Associates.

The Supplier shall comply with all data protection laws and requirements (including UK GDPR) when processing any personal data on Sygnature Discovery's behalf.

3.5 Environmental Responsibility

The Supplier shall ensure that:

- a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and hazardous and toxic material handling;
- b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties; and
- c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

The Supplier shall have in place a suitable environmental management system for managing its environmental risks.

Sygnature Discovery recognises the important of its responsibility to the environment . As part of this, Sygnature Discovery is dedicated to continually assessing opportunities to reduce energy consumption, encourage recycling and to set reduction targets. Sygnature Discovery expects its suppliers to recognise this and reduce the environmental impact of their products, services and transportation, where practical.

3.6 Bribery and Corruption

The Supplier must maintain the highest ethical standards and shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption. 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, gifts entertainment, employment, contracts or other things of value, in order to obtain or retain an advantage; and
- c) any other unlawful or improper payments or benefits.

3.7 Unfair Business Practices

The Supplier shall comply with all applicable competition laws including but not limited to those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

3.8 Sourcing and Managing of Associates

When assessing the Supplier's performance against the requirements set out in this section 3.8, Sygnature Discovery shall consider the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.

The Supplier shall carry out appropriate due diligence of its prospective Associates that will form part of Sygnature Discovery's upstream supply chain. As a minimum, the due diligence should include the following:

- a) investigations into prospective suppliers' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
- b) risk assessments for countries from which materials, components, or finished goods are sourced; and
- c) the prospective Associate's ability to meet the requirements and principles that are covered in this Code.

When dealing with Associates, the Supplier shall:

- a) ensure that all agreements with Associates include provisions that require the Associates to comply with applicable provisions of this Code;
- b) ensure that it has measures to monitor that those Associates are complying with those compliance-related provisions; and
- c) pay its Associates promptly, with the maximum payment period being ninety (90) days.

3.9 Training

The Supplier shall implement a system of training for its employees and, where practicable, its Associates 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 employees and, if applicable, its Associates and shall make a copy of such record available to Sygnature Discovery upon request.

3.10 Self-Monitoring, Proof of Compliance and Audit

The Supplier shall monitor its compliance with the Code and shall report any violations (actual or suspected) of this Code as soon as possible to the Head of Procurement at procurement@sygnaturediscovery.com.

The Supplier shall provide any certifications that are required to demonstrate compliance with all applicable laws and frameworks within fourteen (14) days of a written request from Sygnature Discovery.

The Supplier shall not retaliate or take disciplinary action against any Supplier employee or Associate that has, in good faith, reported violations of this Code or questionable conduct, or who has sought advice regarding this Code.

The Supplier shall provide written confirmation to Sygnature Discovery at least once per year or other period as may be agreed between the parties that:

- a) it has appropriate systems in place to ensure its and its Associates' compliance with this Code; and
- b) it is able to comply with this Code for the duration of its relationship with Sygnature Discovery.

In addition to the written confirmation at section 3.10, Sygnature Discovery may conduct audits to verify the Supplier's compliance with this Code. For the avoidance of doubt, Sygnature Discovery has no obligation to conduct such audits.

3.11 Breach, Remediation and Termination

Where Sygnature Discovery becomes aware of any violation (actual or prospective) by the Supplier or its Associates of the Code, Sygnature Discovery may:

- a) immediately upon written notice terminate its business relationship (including any purchase orders and purchase contracts) with the Supplier; or
- b) require the Supplier to produce a remediation plan that will lead to compliance with the Code and present it to Sygnature Discovery within thirty (30) days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, Sygnature Discovery may immediately upon notice terminate the applicable agreements or commercial relationship with the Supplier (including any purchase orders and contracts between them).

4. Related Information

4.1 Document Owner and Maintenance

This document is owned and maintained by the Head of Procurement at Sygnature Discovery. This document is approved by the Head of ESG and Compliance Management and the Chief Resilience Officer (CRO) at Sygnature Discovery.