

**May 2026**

**Supplier Code of Conduct**  
**(The “Code”)**



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## 1.0 PURPOSE AND COMMITMENT

This Supplier Code of Conduct (“Code”) sets out the minimum standards of ethical behaviour, legal compliance, and responsible business conduct expected of all Suppliers engaging with any entity within AXIAN Group (“Group”). The Group is committed to conducting its operations with integrity, transparency, and accountability, and expects its Suppliers to uphold equivalent standards in all aspects of their business activities.

This Code reflects internationally recognized principles, including those relating to human rights, environmental stewardship, and anti-corruption, and is aligned with global frameworks such as the United Nations Global Compact, the OECD Due Diligence Guidance for Responsible Business Conduct, and the IFC Environmental and Social Performance Standards. Compliance with this Code constitutes a contractual obligation and forms an integral part of the Supplier’s engagement with the Group.

## 2.0 SCOPE AND APPLICABILITY

This Code applies to all Suppliers, including vendors, contractors, consultants, intermediaries, and any other third parties who provide goods or services to the Group. It extends to the Supplier’s employees, officers, directors, affiliates, agents, and subcontractors.

Suppliers remain fully accountable for the conduct of their subcontractors and any third parties engaged in connection with the delivery of services to the Group and must ensure equivalent standards are effectively implemented across their supply chain.

## 3.0 GOVERNANCE, RISK MANAGEMENT AND COMPLIANCE

Suppliers are expected to establish and maintain governance and compliance frameworks that are commensurate with the nature, scale, and complexity of their operations.

### 3.1 Policies and Procedures

Suppliers shall maintain documented policies and procedures addressing key risk areas, including anti-corruption, human rights, health and safety, and data protection.

### 3.2 Internal Controls

Suppliers shall implement appropriate internal controls to prevent, detect, and mitigate risks of fraud, misconduct, and regulatory breaches.

### 3.3 Training, Awareness, Monitoring and Reporting

Suppliers shall promote a culture of compliance through regular training, effective monitoring, periodic internal reviews or audits, and appropriate reporting.

### 3.4 Compliance with Group Policies and Standards

Suppliers must comply with all applicable AXIAN Group policies, procedures, and standards communicated to them and relevant to the services performed, including environmental and social policies (e.g., land acquisition and Indigenous Peoples) and Health, Safety, Security, Environment and Social (HSES) requirements.

Suppliers shall:

- Communicate these requirements to employees, agents, and subcontractors
- Maintain appropriate controls and processes to ensure compliance
- Promptly report any actual or suspected breaches in accordance with Section 10.0 (Incident Reporting and Remediation)

Where Group policies set higher standards than applicable law, Suppliers shall adhere to the higher standard, to the extent permitted by law.

The Group reserves the right to update such policies from time to time, and continued compliance shall be a condition of engagement.

#### **4.0 BUSINESS ETHICS AND INTEGRITY**

Suppliers shall conduct their business activities with the highest standards of integrity and ethical behaviour.

##### **4.1 Anti-Bribery and Corruption**

Under no circumstances shall Suppliers (directly or through intermediaries) engage in any form of bribery or corruption. This includes the offering, promising, giving, or receiving of any undue advantage, whether directly or indirectly, to influence business decisions or secure improper benefits.

Suppliers are expected to implement adequate procedures designed to prevent and detect corrupt practices and to comply with all applicable anti-corruption laws and regulations.

##### **4.2 Interactions with Public Officials**

Particular care must be exercised in interactions with public officials. Suppliers must ensure that all such interactions are conducted lawfully and transparently, and that no improper payments, gifts, or benefits are offered or provided.

##### **4.3 Conflicts of Interest**

Suppliers are required to identify and appropriately manage conflicts of interest. Any situation in which personal, financial, or other interests could improperly influence business decisions must be promptly disclosed to the Group. Suppliers should implement internal processes to identify, document, and mitigate such conflicts in a transparent manner.

##### **4.4 Gifts, Hospitality and Sponsorships**

With respect to gifts and hospitality, Suppliers may only offer modest and reasonable tokens of appreciation that are customary in the ordinary course of business and do not create any perception of undue influence. Cash or cash equivalents are strictly prohibited. All such practices must comply with applicable laws and the Group's internal policies.

#### **4.5 Fraud, Financial Crime, Sanctions and Export Controls**

Suppliers shall take all necessary measures to prevent fraud, money laundering, financing of terrorism, and other forms of financial crime. This includes maintaining appropriate controls, conducting due diligence on relevant counterparties, and complying with applicable sanctions and export control regimes.

#### **4.6 Fair Competition**

Suppliers must also adhere to fair competition laws and shall not engage in anti-competitive practices such as price fixing, bid rigging, or market allocation.

### **5.0 DATA PROTECTION, CONFIDENTIALITY AND CYBERSECURITY**

#### **5.1 Data Protection**

Suppliers are required to respect and protect the confidentiality, integrity, and availability of all information to which they have access in the course of their engagement with the Group. Personal data must be processed in accordance with applicable data protection laws and principles, including lawfulness, fairness, transparency, and purpose limitation.

#### **5.2 Information Security**

Suppliers must implement appropriate technical and organisational measures to safeguard information systems and prevent unauthorized access, disclosure, alteration, or destruction of data. These measures should be aligned with recognized industry standards and best practices.

#### **5.3 Incident Management**

In the event of a data breach or cybersecurity incident, Suppliers are required to notify the Group without undue delay and to cooperate fully in the investigation and remediation of such incidents.

### **6.0 HUMAN RIGHTS AND LABOUR PRACTICES**

The Group is committed to respecting internationally recognized human rights and expects its Suppliers to do the same.

#### **6.1 Child and/or Forced Labour**

Suppliers shall ensure that their operations are free from any form of forced, bonded, or involuntary labour. The use of child labour is strictly prohibited, and Suppliers must comply with applicable laws and international standards regarding minimum age requirements and the protection of young workers.

#### **6.2 Freedom of Association, Non-Discrimination and Diversity**

Suppliers shall respect the rights of employees to freedom of association and collective bargaining, in accordance with applicable laws. Employment practices must be based on principles of fairness, equality, and non-discrimination, and no individual shall be subjected to discrimination on the basis of characteristics protected by law.

### **6.3 Wages and Working Conditions**

Suppliers are expected to provide fair wages, reasonable working hours, and safe and healthy working conditions.

### **6.4 Harassment and Abuse**

Employees must be treated with dignity and respect at all times, and any form of harassment, abuse, or inhumane treatment is strictly prohibited.

## **7.0 HEALTH, SAFETY, SECURITY, ENVIRONMENT AND SOCIAL (HSES)**

Suppliers shall implement comprehensive Health, Safety, Security, Environment and Social (HSES) management systems designed to identify, assess, and mitigate risks associated with their operations. These systems should ensure compliance with applicable laws and regulations and should be aligned with recognized international standards.

### **7.1 Health and Safety**

Suppliers are expected to take all necessary measures to protect the health and safety of their employees, contractors, and any other individuals who may be affected by their activities. This includes the provision of appropriate training, equipment, and supervision, as well as the establishment of emergency preparedness and response procedures.

### **7.2 Environmental Management**

Environmental responsibility is a key expectation. Suppliers must manage their environmental impacts by minimizing waste, reducing emissions, and promoting the efficient use of natural resources. Hazardous materials must be handled, stored, and disposed of safely and in accordance with applicable requirements.

### **7.3 Social Impact**

Suppliers are also expected to consider the social impact of their activities, including the protection of local communities and respect for cultural heritage. Where applicable, Suppliers should engage with stakeholders and address potential adverse impacts in a responsible and transparent manner.

## **8.0 SUPPLY CHAIN DUE DILIGENCE AND RESPONSIBILITY**

Suppliers shall adopt a risk-based approach to managing their supply chain and ensure that Group policies and this Code are flowed down to subcontractors and third parties.

Suppliers are required to adopt a risk-based approach to managing their own supply chains. This includes conducting appropriate due diligence to identify and mitigate risks related to human rights, environmental impact, corruption, and legal compliance.

Suppliers should maintain transparency regarding their ownership structures and key business relationships and must promptly notify the Group of any material risks or adverse developments that may affect their ability to comply with this Code.

## **9.0 AUDIT, MONITORING AND ACCESS TO INFORMATION**

The Group reserves the right to verify and assess Supplier compliance with this Code through audits, inspections, and requests for information. Suppliers are required to cooperate fully with such assessments and to provide access to relevant records, personnel, business processes and facilities.

Suppliers must maintain accurate, complete, and verifiable records demonstrating compliance with the requirements of this Code. Where deficiencies are identified, Suppliers are expected to implement corrective actions within agreed timeframes and to provide evidence of remediation.

## **10.0 INCIDENT REPORTING AND REMEDIATION**

Suppliers must promptly report any incidents that may breach this Code, including ethical violations, health and safety incidents, environmental events, or data breaches. They are required to investigate such incidents, identify root causes, and implement corrective and preventive actions to prevent recurrence.

## **11.0 SPEAK-UP AND NON-RETALIATION**

Suppliers are expected to foster an environment in which individuals feel able to raise concerns in good faith without fear of retaliation. Appropriate mechanisms should be in place to allow employees and stakeholders to report suspected misconduct. Suppliers must also report relevant concerns through the Group's designated Ethics Line and cooperate with any investigations conducted by or on behalf of the Group.

## **12.0 NON-COMPLIANCE AND ENFORCEMENT**

Failure to comply with this Code may result in corrective actions, financial penalties, suspension of services, or termination of the business relationship. In serious cases, it may also lead to legal action or exclusion from future engagements. The Group reserves the right to assess the severity of any breach and determine the appropriate response based on its nature and impact.

## **13.0 RECORD KEEPING AND CERTIFICATION**

Suppliers are required to maintain appropriate documentation demonstrating compliance with this Code and to retain such records for the period specified by applicable laws or contractual requirements. Suppliers may be required to periodically certify their compliance with this Code and to provide supporting evidence upon request.

## **14.0 ACKNOWLEDGEMENT**

Suppliers must formally acknowledge receipt of this Code and confirm their commitment to comply with its provisions as a condition of doing business with the Group.

This acknowledgement shall form part of the contractual documentation governing the relationship between the Supplier and the Group.

## 15.0 GLOSSARY OF TERMS

For the purposes of this Code, the following terms shall have the meanings set out below:

**“Affiliate”** refers to any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

**“Applicable Laws”** means all laws, regulations, directives, and legally binding requirements in the jurisdictions in which the Supplier operates.

**“Bribery”** means the offering, giving, receiving, or soliciting of anything of value to improperly influence a business or official decision.

**“Child”** as described by the legal working age in the relevant national laws

**“Confidential Information”** refers to any non-public, proprietary, or sensitive information relating to the Group, including business, financial, technical, or operational data.

**“Conflict of Interest”** means any situation in which personal, financial, or other interests could improperly influence or appear to influence professional judgment or business decisions.

**“Data Breach”** refers to any unauthorized access to, disclosure, alteration, or destruction of personal or confidential data.

**“Employee”** refers to any individual employed or engaged by the Supplier, including temporary and contract workers.

**“Forced Labour”** means any work or service that is exacted from a person under threat or coercion and for which the person has not voluntarily offered themselves.

**“Group”** means AXIAN Group and all its subsidiaries, affiliates, and controlled entities.

**“HSES”** refers to Health, Safety, Security, Environment, and Social considerations.

**“Human Rights”** refers to internationally recognized rights and freedoms, including those set out in the Universal Declaration of Human Rights.

**“Money Laundering”** means the process of concealing the origins of illegally obtained funds to make them appear legitimate.

**“Public Official”** means any person holding a legislative, administrative, or judicial position of any kind, or exercising a public function on behalf of a government or state-owned entity.

**“Sanctions”** refers to trade, economic, or financial restrictions imposed by governments or international bodies.

**“Supplier”** means any third-party providing goods or services to the Group, including vendors, contractors, consultants, and intermediaries.

**“Supply Chain”** refers to all entities involved in the provision of goods or services to the Supplier.

**“Whistleblowing”** refers to the reporting of suspected misconduct, illegal activities, or breaches of this Code in good faith.

Version	Approved By	Effective Date
3.0	Board Audit & Risk Committee	May 2026

**ACKNOWLEDGMENT RECEIPT**

**Date and place:** \_\_\_\_\_

**Name of Supplier:** \_\_\_\_\_

**Address of Supplier:** \_\_\_\_\_

\_\_\_\_\_

**Name of Supplier's signatory:** \_\_\_\_\_

**Position of Supplier's signatory:** \_\_\_\_\_

**Signature of Supplier's signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Seal:**

Signature shall be preceded by the mention "Read and approved. I/We confirm that we shall strictly adhere to the provisions set out in this Code"

Signatory to insert their initials on all pages of the Code