



# Supplier Code of Conduct

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## Document Control

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## Document Changes

Change History		
Version	Published Date	Change Description
1.0	17-SEP-2015	Initial release.
2.0	16-MAR-2023	Full redraft.
3.0	28-AUG-2025	Added to new template following rebranding. No other changes.
3.1	04-DEC-2025	Amended section 4 on reporting concerns to include direct link and QR code to reporting/speak up platform.
3.2	21-JAN-2026	Changes to template document ID and change from Information Management System to Corporate Policy Centre.



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## 1.0 About this Code

Corporate integrity, responsible sourcing and the safety and wellbeing of workers are of paramount importance to Acteon. These core principles are reflected in this Supplier Code of Conduct (the “Code”), which establishes the minimum standards that must be met by any entity that supplies products or services to Acteon. This Code shall be issued to all Suppliers to Acteon. Acteon has the right to modify this Code from time to time. Any modifications will be notified to Suppliers and the revised version available on the Acteon website.

## 2.0 Definitions and scope

In this code:

- **Acteon** means Acteon Group Operations (UK) Limited, registered in England with company number 15426649, any of its subsidiaries whether directly or indirectly wholly owned or otherwise and any entities Acteon has an equity interest.
- **Supplier** means a company, partnership or individual that provides goods or services to Acteon.
- **worker** means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.
- **Representative** means the Supplier's suppliers, agents, and subcontractors who are involved in Acteon's supply chain

## 3.0 Who must comply with this Code?

The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it. The Supplier agrees:

- 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 Acteon to terminate its relationship with the Supplier with immediate effect.

## 4.0 Monitoring and reporting breaches and concerns

The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible. If the Supplier has concerns that the standards set out in this Code are not being met by Acteon, the Supplier shall report these concerns as soon as possible:

- Email: [compliance@acteon.com](mailto:compliance@acteon.com)
- Reporting/speak up platform: <https://reportline.acteon.com> or using this QR code (reports can be made anonymously):



## 5.0 Compliance with laws and regulations and priority of standards

In carrying out its agreement(s) with Acteon, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable laws, 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 provisions of an agreement with Acteon and the provisions of this Code, the Supplier shall meet the more stringent standard.

## 6.0 Minimum standards

### 6.1 Anti-bribery and corruption

**Bribery and corruption.** The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- bribes (something of value to induce or influence a decision or action);
- facilitation/grease/speed payments (payments to expedite a routine transaction or service);
- kickbacks (commission, compensation or reward for favourable treatment);
- illegal political contributions;
- money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- any other unlawful or improper payments or benefits.

**Gifts and hospitality.** Acteon discourages Suppliers from accepting or giving gifts or hospitality but accepts the occasional modest giving and acceptance of gifts and hospitality may be a legitimate contribution to good business relationships. The Supplier shall have processes in place to record all (and where relevant approve) gifts and hospitality received or offered. The Supplier shall not offer or receive gifts or hospitality that could:

- influence or be perceived as capable of influencing the outcome of transactions or decisions relating to Acteon;
- amount to or cause the recipient or giver to commit a criminal offence; or
- cause offence to others or damage the reputation of Acteon.

### 6.2 Anti-money laundering

The Supplier shall not engage in any activity which could give rise to supporting money laundering, including but not limited to transacting in cash.

## 6.3 Sanctions and trade compliance

**Sanctions.** The Supplier shall comply with all sanctions, embargoes and debarred lists issued from time to time by the UK, USA, EU, UN and any other trading bloc or jurisdiction relevant to the supply of products or services to Acteon. Suppliers shall not source any goods or services, ship to, transit through or make a port stop in any sanctioned countries. The Supplier shall not deal in any way with any individual, entity or vessel identified on an applicable denied or restricted party list.

**Import/export.** The Supplier shall ensure it has all licences, approvals, visas and documentation required to import or export goods, services or technology or to move people between countries or across borders and shall maintain adequate records as evidence.

**Anti-boycott.** The Supplier shall not participate in or support international boycotts against countries friendly to the USA, including but not limited to the Arab League's boycott of Israel, a set of rules adopted by the Arab League to hinder and, in some cases, fully prohibit trade with Israel. Boycott-related requests may originate from any country but some of the more typical examples include Bangladesh, Indonesia, Iraq, Kuwait, Lebanon, Libya, Malaysia, Pakistan, Qatar, Saudi Arabia, Syria, Taiwan, the UAE and Yemen.

## 6.4 Prevention of facilitation of tax evasion

The Supplier shall not engage in any activity, practice or conduct which would constitute either a UK or a foreign tax evasion facilitation offence under the UK Criminal Finances Act 2017 or any other relevant legislation relating to the prevention of facilitation of tax evasion.

## 6.5 Conflict-free minerals

Conflict minerals (also referred to as '3TG') are tantalum, tin, tungsten, gold and their derivatives. In conflict areas or high-risk countries (such as the Democratic Republic of Congo (DRC) or its adjoining countries), the minerals trade can be used to finance armed groups, fuel forced labour and other human rights abuses, and support corruption and money laundering.

The Supplier shall not use conflict minerals in the materials, components, and products it supplies to Acteon. The Supplier shall adopt policies and processes to source conflict-free minerals and undertake reasonable due diligence to identify and document the source of origin of any minerals contained in the materials, components, and products supplied to Acteon.

## 6.6 Environmental responsibility

The Supplier shall ensure:

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

## 6.7 Workforce matters

**Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the UK Modern Slavery Act 2015 and the US Uyghur Human Rights Policy Act 2020 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 (i.e. persons younger than the age of 15 or younger than the age of completing compulsory education in the relevant country where such age is higher than 15), bonded labour, indentured labour and prison labour.

**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.

**Equal opportunities.** Acteon is an equal opportunities employer and Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, 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. Supplier shall treat their workers with dignity and respect and shall not subject any worker to unlawful harassment, whether physical or verbal, including but not limited to physical, sexual or psychological harassment or abuse.

**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.

**Wages and remuneration.** The Supplier shall observe legally mandated working hours and compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

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

## 6.8 Health and safety

Acteon's guiding health and safety principle is zero harm to our employees and third parties.

The Supplier shall provide a safe, healthy, and sanitary working environment and comply with 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.



The Supplier shall maintain facility security procedures to guard against the introduction of non-manifested cargo into outbound shipments (for example drugs, explosives, biohazards, other contraband and/or under-declarations in quantity or value).

Any of the Supplier's Representatives providing on-site services in Acteon's facilities shall adhere to Acteon's safety standards and procedures as communicated.

## 6.9 Data protection and information security

The Supplier shall comply with all data protection laws and requirements (including the EU GDPR and UK GDPR) when processing any personal data provided to it by Acteon or on Acteon's behalf.

The Supplier shall have in place appropriate measures to:

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

## 6.10 Unfair business practices

The Supplier shall comply with all applicable competition laws, including but not limited to the UK Competition Act 1998 and those laws relating to teaming and information sharing with competitors, price fixing and rigging bids.

## 6.11 Procuring and managing representatives

When assessing the Supplier's performance against the requirements set out in this paragraph, Acteon shall have due regard to 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 on prospective Representatives that will form part of Acteon's supply chain. At a minimum, this must include:

- investigations into prospective Representatives' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
- risk assessments for countries from which materials, components or finished goods are sourced; and
- the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

In its dealings with Representatives, the Supplier shall:

- ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements; and



- ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements.

## 6.12 Training

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 Acteon on request.

## 7.0 Certifying compliance and audit

If requested, the Supplier shall provide written confirmation to Acteon that:

- it has appropriate systems in place to monitor its compliance with this Code; and
- it is able to comply with this Code for the duration of its relationship with Acteon.

In addition to the written confirmation above, Acteon may conduct audits to verify the Supplier's compliance with this Code. Acteon has no obligation to conduct such audits.

## 8.0 Breach, remediation and termination

Where Acteon becomes aware of a breach of this Code by the Supplier or its workers, Acteon may either:

- immediately terminate its business relationship with the Supplier (including any contracts); or
- require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to Acteon within 14 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, Acteon may immediately terminate its business relationship with the Supplier (including any contracts).

Where Acteon becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, Acteon may either:

- terminate its business relationship with the Supplier (including any contracts); or
- require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, Acteon may immediately terminate its business relationship with the Supplier (including any contracts).