



**ATPI**

**SUPPLIER CODE OF CONDUCT**



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# Supplier Code of Conduct

## About this Code

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

In this Code:

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

**Associates:** means the Supplier's suppliers, vendors, agents and subcontractors who are involved in ATPI's supply chain.

## 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.

In addition, as set out in paragraph 8.3, the Supplier must include in its agreements with Associates provisions that require Associates to comply with the applicable provisions of this Code.

### 1. Standards of Compliance

- 1.1 In carrying out its obligations under its agreement(s) with ATPI, the Supplier must comply with the standards set out in this Code and all applicable laws and regulations where it operates.
- 1.2 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.

### 2. Updating this Code

ATPI has the right to modify this Code from time to time, and will ensure that the most up-to-date version of the Code will be published on its corporate website, [www.atpi.com](http://www.atpi.com).

### 3. Workforce Issues

- 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.
- 3.2 **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.



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- 3.3 **Equal Opportunities.** ATPI 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.
- 3.4 **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.
- 3.5 **Working Environment.** The Supplier shall:
- (a) provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws where it operates; and
  - (b) not support or engage in, or require any hazardous labour to be performed by any person under the age of 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.
  - (c) ensure that working hours comply with national laws, collective agreements, and individual labour agreements of their workers.
- 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.
- 4. Information Security and Data Protection**
- 4.1 Without prejudice to the agreement(s) between ATPI 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 ATPI) 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.
- 4.2 The Supplier shall comply with all data protection laws and requirements when processing any personal data on ATPI's behalf.



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## 5. Environmental Responsibility

5.1 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 and shall use recyclable materials to the greatest extent possible.

5.2 The Supplier shall have in place a suitable environmental management system, process or policy for managing its environmental risks. As a minimum, these should include and address the following:

- (a) an assessment of the environmental impact of all historical, current and likely future operations;
- (b) steps to continuously improve environmental impact by reducing pollution, emissions and waste through the revision of existing practices, processes, systems and technologies and the adoption of new ones, and to comprehensively measure environmental performance; and
- (c) raising awareness and training employees in environmental matters.

## 6. Bribery and Corruption

6.1 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.

## 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.

## 8. Sourcing and Managing of Associates

8.1 When assessing the Supplier's performance against the requirements set out in this paragraph 8, ATPI 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.

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



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- (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; and
- (b) risk assessments for countries from which materials, components, or finished goods are sourced.

8.3 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, compliant to locally applicable standards.

## 9. Training

9.1 The Supplier shall implement a system or process for training for its employees and Associate to ensure that they are aware of the requirements of this Code.

9.2 The Supplier shall keep a record of all training offered and completed by its employees and Associates and shall make a copy of such record available to ATPI on request.

## 10. Self-Monitoring, Proof of Compliance and Audit

10.1 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 [compliance@atpi.com](mailto:compliance@atpi.com).

10.2 The Supplier shall provide any certifications that are required to demonstrate compliance with all applicable laws and frameworks within 14 work days of a written request from ATPI.

10.3 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.

10.4 The Supplier shall upon request provide written confirmation to ATPI 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 ATPI.

10.5 In addition to the written confirmation at paragraph 10.4, ATPI may conduct audits to verify the Supplier's compliance with this Code. ATPI has no obligation to conduct such audits.

10.6 The Supplier will provide to ATPI by request a copy of its own Code of Conduct (or equivalent).



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## 11. Breach, Remediation and Termination

- 11.1 Where ATPI becomes aware of any violation (actual or prospective) by the Supplier or its Associates of the Code, ATPI may require the Supplier to produce a remediation plan that will lead to compliance with the Code, and present it to ATPI within 28 work 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, ATPI may immediately upon notice terminate the applicable agreement(s) or commercial relationship with the Supplier (including any purchase orders and contracts between them).