



Supplier Code of Conduct

CC-CCW-SC-POL-0002.R02

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1 ABOUT THIS CODE

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to Carbon Clean. These core principles are reflected in this Supplier Code of Conduct CC-CCW-SC-POL-0002.R01, which establishes the minimum standards and behaviours that must be met by any entity that supplies products or services to Carbon Clean.

2 DEFINITIONS AND SCOPE

In this Code:

Carbon Clean means Carbon Clean Solutions Limited and its affiliated entities and group companies, including but not limited to (1) Carbon Clean Solutions USA Inc.; (2) Carboncapture Technologies Private Limited; and (3) Carbon Clean Solutions Canada Ltd (Company).

Supplier means a body corporate, partnership or individual that provides goods or services to Carbon Clean.

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Supplier's suppliers, vendors, agents, and subcontractors who form part of Carbon Clean's supply chain.

WHO MUST COMPLY WITH THIS CODE? The Supplier shall comply with the Code and shall ensure that its Workers and Representatives are aware of this Code and comply with it.

3 SUPPLIER'S COMMITMENTS

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.

4 COMPLIANCE WITH LAWS AND REGULATIONS AND COMPETING STANDARDS

- 4.1 In carrying out its agreement(s) with Carbon Clean, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.
- 4.2 Competing standards shall be addressed as follows:
- (a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Carbon Clean, and the provisions of this Code, the Supplier shall meet the most stringent standard.
 - (b) If there is a conflict between the provisions of an agreement with Carbon Clean, and the provisions of this Code, the Supplier shall meet the more stringent standard.

5 UPDATING THIS CODE

Carbon Clean may modify this Code from time to time by giving the Supplier notice in writing (writing includes email). The Supplier shall be deemed to have accepted the changes to this Code if it does not notify Carbon Clean otherwise within 30 days of being notified of such change.

6 WORKFORCE ISSUES

- 6.1 **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 Modern Slavery Act 2015 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 and prison labour.
- 6.2 **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.
- 6.3 **Equal opportunities.** Carbon Clean is an equal opportunities employer and seeks to work with like-minded suppliers. Suppliers 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 a Worker's ability to perform the job subject to any accommodations required or permitted by law.

- 6.4 **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.
- 6.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with all applicable UK health and safety laws and regulations (and if applicable, the health and safety laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code. 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.
- 6.6 **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; and
 - (c) industry standards.

7 DATA PROTECTION LAWS AND REQUIREMENTS

- 7.1 The Supplier shall comply with all data protection laws and requirements including the UK GDPR when processing any personal data on Carbon Clean behalf. The supplier shall have in place appropriate measures to:
- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Carbon Clean 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 Representatives.

8 ENVIRONMENTAL RESPONSIBILITY

8.1 The Supplier shall ensure that:

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

8.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system 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 performance, reduce pollution, emissions and waste;
- (c) measures to reduce the use of all raw materials, energy and supplies; and
- (d) raising awareness and training workers in environmental matters.

9 BRIBERY AND CORRUPTION

9.1 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 Bribery Act 2010, Criminal Finances Act 2017, Economic Crime and Corporate Transparency Act 2023 and the Foreign Corrupt Practices Act of 1977). To that end, the Supplier shall not:

- (a) Accept, offer, promise, pay, permit or authorise:
 - (i) bribes, facilitation payments, kickbacks or illegal political contributions;
 - (ii) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - (iii) any other unlawful or improper payments or benefits.

- (b) Engage in any fraud, including any fraud offences listed in Schedule 13 to the Economic Crime and Corporate Transparency Act 2023;
- (c) Evade or facilitate the evasion of tax by another person anywhere in the world.

10 UNFAIR BUSINESS PRACTICES

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

11 PROCURING AND MANAGING REPRESENTATIVES

- 11.1 When assessing the Supplier's performance against the requirements set out in this paragraph, Carbon Clean 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.
- 11.2 With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Carbon Clean's upstream supply chain. At a minimum, the due diligence must include the following:
 - (a) investigations into prospective Representatives' 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 Representative's ability to meet the requirements and principles that are covered in this Code.
- 11.3 In its dealings with Representatives, the Supplier shall:
 - (a) 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;
 - (b) 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; and
 - (c) pay its Representatives promptly, with the maximum payment period being 60 days.

12 EMPLOYEE AWARENESS AND TRAINING

- 12.1 The Supplier is responsible for ensuring its workers are aware of the requirements of this Code.
- 12.2 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.
- 12.3 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 Carbon Clean's on request.

13 CERTIFYING COMPLIANCE AND AUDIT

- 13.1 The Supplier shall provide written confirmation to Carbon Clean as required by Carbon Clean from time to time that:
 - (a) it has appropriate systems in place to monitor its compliance with this Code; and
 - (b) it is able to comply with this Code for the duration of its relationship with Carbon Clean
- 13.2 The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks within 30 days of a written request from Carbon Clean.
- 13.3 In addition to the written confirmation at paragraph 13, Carbon Clean may conduct audits and inspections to verify the Supplier's compliance with this Code, and the Supplier shall provide all reasonable assistance necessary for such purpose. Carbon Clean has no obligation to conduct such audits or inspections.

14 SELF-MONITORING AND REPORTING BREACHES

- 14.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to Carbon Clean in writing to their usual point of contact at Carbon Clean and to legal@carbonclean.com.
- 14.2 The Supplier shall not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

15 BREACH, REMEDIATION, AND TERMINATION

15.1 Where Carbon Clean becomes aware of a breach of this Code by the Supplier or its Workers, Carbon Clean may either:

- (a) immediately terminate its business relationship with the Supplier (including any contracts); or
- (b) 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 Carbon Clean within 10 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, Carbon Clean may immediately terminate its business relationship with the Supplier (including any contracts). Carbon Clean may in its absolute discretion provide the Supplier with support and resources to assist with remediation. Carbon Clean may also suspend the business relationship with the Supplier while remediation is ongoing.

15.2 Where Carbon Clean 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, Carbon Clean may either:

- (a) terminate its business relationship with the Supplier (including any contracts); or
- (b) 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, Carbon Clean may immediately terminate its business relationship with the Supplier (including any contracts). Carbon Clean may in its absolute discretion provide the Supplier and Representative with support and resources to assist with remediation. Carbon Clean may also suspend the business relationship with the Supplier while remediation is ongoing.