

Supplier Code of Conduct (including Sub-Contractors)

Bryen & Langley is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the law. As a responsible business, Bryen & Langley seeks to use its position to promote the highest standards for ethics and business conduct wherever Bryen & Langley operates. As a supplier of goods or services to Bryen & Langley, your company ("Supplier") is critical to Bryen & Langley's success, and for Bryen & Langley to provide superior services in a responsible manner, Bryen & Langley requires our Suppliers to comply with this Supplier Code of Conduct.

This Code sets forth Bryen & Langley's fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Suppliers, but it is intended to be a high-level overview of such requirements. All references in this Code to "Laws" means all applicable laws, regulations, directives, rules, decrees and governmental orders.

Suppliers are responsible for ensuring that their directors, officers, employees, agents, representatives, suppliers, subcontractors and other business partners understand, and comply with, the requirements set forth in this Code. Suppliers will promptly notify Bryen & Langley in writing of any known or suspected violation of this Code.

Anti-bribery/Corruption. Suppliers must compete strictly based on the merits of their products and services. Suppliers must never offer, promise, authorise, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a Bryen & Langley customer, employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to Bryen & Langley, themselves or others. Accordingly, Suppliers will, and will cause its employees, representatives, and subcontractors to, comply with all Laws relating to anti-corruption and anti-money laundering.

Unfair Business Practices. Suppliers must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of Bryen & Langley, themselves, or others. Accordingly, Suppliers must never rig bids, fix prices, or provide or exchange customers, Bryen & Langley's, their own or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with Bryen & Langley's competitors. Suppliers must also refrain from abusing their market power, whether for their benefit or the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service, or undertaking similar abusive tactics. Suppliers must not engage in other deceptive or unfair market practices, whether on behalf of Bryen & Langley, themselves or others. Further, Suppliers must never make any misrepresentations relating to the products or services of Bryen & Langley, themselves or others. Similarly, Suppliers must never denigrate Bryen & Langley's competitors or their own competitors, or their products or services.

Data Privacy and Information Security. Suppliers must follow all applicable English data protection, privacy and information security Laws and be committed to respecting and protecting the privacy of individuals (including, without limitation, a Bryen & Langley customer, employee or other supplier).















Suppliers may only collect personal information for business related purposes about the specific services being provided to Bryen & Langley. Suppliers shall retain personal information only for as long as necessary to fulfil the business-related purposes in connection with the services being provided to Bryen & Langley. Suppliers may disclose personal details to third parties only as necessary to provide services to Bryen & Langley or as may be required by Laws and Suppliers shall take all appropriate action to ensure that a third party protects personal information that Bryen & Langley discloses to it. Suppliers shall collect, use, maintain, disclose (internally and externally), and destroy personal information in a manner that limits the risk of loss, theft, misuse, or unauthorised access. Suppliers shall securely dispose of personal information upon the completion of services to Bryen & Langley or when no longer needed for the business-related purpose.

Conflict of Interest. Suppliers must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with Bryen & Langley. Suppliers must promptly report to Bryen & Langley any instances involving actual or apparent conflicts of interest between the Supplier's interest and those of Bryen & Langley, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Suppliers shall not, without prior written notification thereof to Bryen & Langley, enter into any business relationship with any director, employee, or representative of Bryen & Langley that may create a conflict with their fiduciary obligations with, or the interests of, Bryen & Langley.

Labour. Suppliers must follow all applicable Laws and be committed to the value of, and respect for, all people. Suppliers are responsible for respecting human rights in its operations, and will comply with the standards set forth in the United Nations Universal Declaration of Human Rights. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of the Suppliers.

The applicable labour standards are:

- **1- Child Labour:** Suppliers will not engage in or condone the unlawful employment or exploitation of children in the workplace. Suppliers will be committed to combating the exploitation of children, and therefor prohibit any use of child labour with any vendor, supplier or other third-party arrangements. Suppliers will work to raise awareness internally of such exploitation and co-operate with law enforced authorities to address any such instances of which the Supplier becomes aware.
- **2- Human Trafficking, Slavery and the Right to Voluntary Labour:** Suppliers will respect the free choice of all persons and strictly prohibit forced or compulsory labour for any employees. Suppliers will not trade with, tolerate, or associate with organisations or entities that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. Suppliers will comply with the UN Guiding Principles on Business and Human Rights, and will work to raise awareness within its employee population of the Supplier's responsibility to protect human rights. Suppliers will cooperate with law enforcement to address such instances that come to their attention.













- **3- Freedom Against Prejudice and Discrimination:** Suppliers will strive to maintain an inclusive workplace free of harassment and discrimination based on a person's status such as race, colour, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law. Suppliers will ensure that it has requisite policies and practices in place to foster a harassment and retaliation free environment.
- **4- Safe and Secure Workplace:** Suppliers will be dedicated to providing a safe and secure workplace for all of its employees, and prevent accidents to employees, customers and visitors. The Supplier's leadership will ensure compliance with this commitment in every location and facility in which the Supplier operates.
- **5- Working Hours and Wages:** Suppliers will comply with all Laws dealing with the wages they pay its employees and the hours they work including the National Minimum Wage and Living Wage levels. As appropriate, the Supplier's policy will be further defined at the regional and country level to prevent the exploitation of the local workforce. Suppliers will be committed to be an ethical employer that strives to improve labour standards, respects its employees' contributions and rewards them fairly.
- **6- Freedom of Association:** Suppliers will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

Health and Safety. Suppliers must comply with all health, safety and security Laws and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles and fall hazards) through proper design, engineering and administrative controls, preventative maintenance and safe work procedures. When necessary to safely preform a job, Suppliers will provide workers at no cost and as appropriate the proper personal protective equipment and ensure proper maintenance of the equipment. Suppliers employees must be free to raise safety concerns without fear of retaliation in any form. Suppliers will record, track and report all occupational injuries and illnesses as required by applicable Laws and in a manner which will: (i) encourage worker reporting of job-related injuries; (ii) classify and record cases of injury and work-related illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

Environment and Sustainability. Suppliers must recognise that adverse effects on the community, environment and natural resources must be minimised to safeguard the health and safety of the public. To achieve this objective, Suppliers shall observe and comply with all applicable environmental Laws, including, without limitation, those which relate to (i)obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with applicable operational and reporting requirements; (ii) the handling, removal, transportation and disposal of hazardous materials used by the Supplier; and (iii) monitoring, controlling, treating and sanitising air emissions, waste water and solid wastes. Suppliers will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions.













Gifts and Gratuities. Suppliers shall not give to or receive from any director, employee or representative of Bryen & Langley any gift, entertainment or other favour of material value, or any commission, fee or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to Bryen & Langley, themselves or others.

Bryen & Langley Compliance Verification. Over-all Bryen & Langley does not assume any duty to monitor or ensure compliance with this Code outside of our written monitoring procedures in force when the Supplier is engaged by Bryen & Langley. Suppliers acknowledge and agree that they are solely responsible for full compliance with this Code by their directors, officers, employees, representatives, suppliers, contractors and other business partners. Suppliers will nonetheless permit Bryen & Langley and/or its representatives to assess the Supplier's compliance with the expectations set forth in this Code when rendering services or products for Byren & Langley. Such assessments may include, without limitation, on-site inspection of the Suppliers facilities and review of related information, including books, records, certifications, permits, and other documentation evidencing the Supplier's compliance with this Code. Suppliers will also fully cooperate with Bryen & Langley in such assessments, and will promptly correct any non-conformances identified during such assessments.

In the event that this Code conflicts with the terms of any Suppliers contract with Bryen & Langley, and the contract term is more restrictive than this Code, the supplier must comply with the more restrictive term of the contract.

In Summary, Suppliers must agree to conduct themselves in line with all of the terms herein and work in accordance with all Bryen & Langley Policies and Processes, including Site Rules and Reporting for each project.

Signed	

Print Name

Company

Date









