

Adamantem Supplier Code of Conduct

INTRODUCTION

Adamantem Capital Holdings Pty Limited (ACN 606 371 724) and its subsidiaries (referred to collectively as **Adamantem, we** or **us**) are committed to the highest standards of ethical conduct and social and environmental responsibility in line with their key focus areas of Environmental Sustainability, Participation and Transparency (**Responsible Investing Pillars**):

- (a) Environmental Sustainability – Responsible involvement with the environment to avoid deterioration of natural resources and support long-term quality for future generations;
- (b) Participation - Creating opportunities for positive social and economic inclusion and engagement across all stakeholders and the community more broadly; and
- (c) Transparency - Building a culture and practice of transparency and high ethical standards to build relationships of trust with all stakeholders.

Adamantem applies the Responsible Investing Pillars to its own investment management operations and seeks to advocate for awareness of these issues within its supply chains.

Adamantem is committed to ensuring that working conditions in its operations and supply chains are safe, that all workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.

With our Responsible Investing Pillars in mind, we have developed this Supplier Code of Conduct (**Code**). The Code contains the minimum standards expected of any supplier doing business with Adamantem (**Supplier**), in addition to compliance with all applicable laws, rules and regulations.

Suppliers must in all of their activities for or on behalf of Adamantem follow the applicable laws, rules and regulations of the countries in which they operate. The expectations outlined in this Code are not intended to alter the Supplier's regulatory and contractual obligations. To the extent there is a conflict between this Code and any applicable law, rule or regulation or provision of any agreement between Adamantem and a Supplier, the applicable law, rule or regulation or agreement shall apply.

Adamantem will assess a Supplier's commitment to compliance with the requirements of the Supplier Code when making sourcing decisions, including decisions about the selection, retention, and termination of Suppliers.

1. SUPPLIER OBLIGATIONS

Adamantem requires that Suppliers confirm their compliance with this Code.

2. ENVIRONMENTAL SUSTAINABILITY

Suppliers must:

- (a) **Environmental laws** – comply with all applicable environmental protection laws and regulations.
- (b) **Environmental impact** – consider and take steps to manage the environmental impact of their operations and supply chains which may include, energy and water use, carbon emissions, waste management, pollution and product stewardship, or commit to doing so within a reasonable period of time.

3. PARTICIPATION

Adamantem is committed to protecting the human rights of individuals who are impacted by our business, including the workers of our Suppliers. We expect our Suppliers to support this commitment by adhering to the standards below.

- (a) **Human Rights** – Suppliers must provide a fair and ethical workplace which upholds high standards of human rights and comply with all applicable human rights laws and regulations.
- (b) **Labour Standards** – Suppliers must uphold the human rights of workers and treat them with dignity and respect as understood by the international community. This applies to all workers, including temporary, migrant, student, contract, direct employees and any other type of worker, including the Suppliers' workers.

The labour standards are as follows:

- i. **Freely Chosen Employment; Prohibition of Modern Slavery and Human Trafficking**
Suppliers must not use, engage in or permit any form of slavery or servitude, including forced, compulsory, bonded (including debt bondage) or indentured labour, involuntary prison labour, child labour, or human trafficking. All work must be voluntary and all workers must be free to leave work at any time or terminate their employment without reprisal, subject to any reasonable notice periods required under applicable law. Suppliers must not require workers to surrender any government-issued identification, passports or work permits as a condition of employment. Suppliers must not impose any unreasonable restrictions on workers' freedom of movement within the Suppliers' facilities, or with respect to workers' rights to enter or exit the Suppliers' facilities.
- ii. **Contracting Standards**
As part of the hiring process, Suppliers must provide workers with a written employment agreement in their native language that contains a description of terms and conditions of employment. For workers recruited outside the Supplier's country of operation, the Supplier must ensure that the written employment contract is provided to workers prior to the workers departing from their respective countries of origin and there should be no substitution or change(s) allowed in the employment contract upon arrival in the Supplier's country of operation unless such changes are required to meet applicable laws or regulations and provide equal or better terms. Suppliers must ensure that the terms and conditions of employment comply with any applicable laws or regulations in their country of operation. In addition, Suppliers must ensure that

workers are not required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees must be repaid to the worker.

iii. **Child Labour Avoidance; Student Interns**

Suppliers will not use child labour in any stage of its manufacturing. The term 'child' refers to the minimum age as governed by law in the country where the work is taking place or under the age for completing compulsory education, or under the minimum age for employment in the country. Suppliers may use legitimate, voluntary workplace apprenticeship programs, such as student internships, only if they comply with all laws and regulations of the country of employment, and if the participants receive some form of compensation for their work. Appropriate compensation may include academic credit for a course of study at a reputable educational institution, or wages consistent with the rate for other entry-level workers performing equivalent tasks.

iv. **Working Hours**

Suppliers' work weeks must not exceed the maximum set by applicable local law. Suppliers must ensure that workers receive at least one day off every seven days.

v. **Wages and Benefits**

Suppliers must ensure that compensation paid to workers complies with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Suppliers must compensate workers for overtime consistent with applicable local law, and must clearly state in employment agreements if mandatory overtime is a condition of employment. In countries that do not have laws or regulations stipulating minimum wages, overtime pay requirements, or workplace benefits, Suppliers must at least follow industry standards within the country. Suppliers must not permit deductions from wages as a disciplinary measure. Suppliers must provide workers with a timely and understandable written statement in the workers' native language explaining the basis on which workers are paid, via pay stub or similar documentation, so that workers can verify that they have been accurately compensated for the work they have performed.

vi. **Humane Treatment**

Suppliers must not engage in or tolerate harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, including the threat of any such treatment. Suppliers must clearly define and communicate to workers the disciplinary policies and procedures in support of these requirements.

vii. **Non-Discrimination**

Suppliers must be committed to a workforce free of harassment and unlawful discrimination, and must not engage in discrimination based on race, colour, age, gender identity, sexual orientation, ethnicity, caste, national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information, marital status, or any other characteristic protected under applicable laws in hiring and employment practices such as wages, benefits, promotions, rewards and access to training. In addition,

Suppliers must not subject workers or potential workers to medical tests or physical examinations that could be used in a discriminatory way.

viii. **Freedom of Association and Collective Bargaining**

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues.

Suppliers must respect the rights of workers to associate freely, bargain collectively, join or not join labour unions or similar organisations, seek representation, and join workers' councils in accordance with local laws.

Suppliers must permit workers to openly communicate and share grievances with management about working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

ix. **Health and Safety Standards**

Suppliers must provide a safe and healthy work environment to all their workers.

This includes providing regular health and safety training to all workers, complying with all applicable laws and regulations regarding working conditions, controlling worker exposure to potential safety hazards, implementing emergency plans and response procedures and having procedures and systems in place to prevent, manage, track and report occupational injury and illness.

(c) **Indigenous Rights** - Suppliers must:

- (i) respect and protect the rights of Indigenous peoples and places of indigenous cultural significance; and
- (ii) ensure that their operations do not result in the forced removal of Aboriginal or Torres Strait Islander peoples or other marginalised populations from their lands, territories, and waters.

(d) **Supply chain** – Suppliers must develop and maintain a process to identify and manage supply chain risks relating to labour and human rights, including modern slavery.

4. TRANSPARENCY

Suppliers must:

- (a) **Business Integrity** - comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations.
- (b) **Privacy and data protection** – comply with all applicable privacy laws and regulations and secure data against unauthorised access. Suppliers must immediately report to Adamantem any actual or suspected disclosure or loss of any private or confidential information relating to Adamantem, its clients or its personnel.
- (c) **Record keeping and disclosure** - maintain all records regarding business activities, labour, health and safety and environmental practices in accordance with all applicable laws and regulations.
- (d) **Modern Slavery** - Adamantem has volunteered to submit an annual modern slavery statement under the *Modern Slavery Act 2018* (Cth) (**Australian Modern Slavery Act**). We expect each of our Suppliers to assist us to comply with our obligations under the Modern Slavery Act, as well as to comply with their own obligations under the Modern Slavery Act and other modern slavery laws. Suppliers must have systems and

processes in place to identify, monitor and respond to modern slavery risks in their operations and supply chains and educate their staff on modern slavery risks.

5. SUPPLIER COMPLIANCE

- (a) Adamantem may require Suppliers to self-assess their compliance with the Code and/ or provide supporting evidence of compliance.
- (b) Suppliers are encouraged to raise any concerns, discuss and seek clarification accordingly to any elements of the Code with Adamantem.
- (c) Adamantem understands that some Suppliers may not be able to meet all of the requirements of this Code at all times and will work with suppliers to build their understanding and to implement the most suitable measures to address any deficiencies.
- (d) If a Supplier is unable or unwilling to meet the minimum standards of this Code, Adamantem may choose to end the relationship with the Supplier, subject to contractual obligations.

6. AMENDMENT TO THE CODE

This Supplier Code of Conduct may be revised or updated by Adamantem from time to time. Suppliers may access the latest version of the Supplier Code of Conduct upon request from Adamantem.