

## INTRODUCTION

Cedo is an international business supplying customers across Europe and sourcing from over 30 countries.

We are committed to sourcing all goods and services in a socially and environmentally sustainable manner. For Cedo, this means that the people, communities and natural environments that provide the products Cedo uses, buys and sells are treated fairly and responsibly, as outlined in our plan to "Grow with Purpose". We seek long-term partnerships with suppliers who share our values and who are committed to actively partner with us on our journey to improve our sustainability performance across our supply chain.

## **GOVERNANCE OF THE CODE OF CONDUCT**

Cedo's core principles have been identified by the Board who are committed to upholding these principles across the business and our supply chains. The Board maintain oversight and accountability of Cedo's Code of Conduct (hereby "the Code").

The responsibility for the implementation of the Code sits with the senior management of Cedo.

The Code forms part of the trading terms and conditions between Cedo and our suppliers. Cedo expects its suppliers to confirm adherence to the core principles set out within the Code and a commitment to comply to these principles throughout the business relationship. Cedo will monitor compliance with the Code as part of the annual supplier evaluation process. At its discretion, Cedo may engage third-party auditors to conduct checks and onsite audits to ensure ongoing compliance with the Code. In an instance of non-compliance, Cedo maintains a commitment to continuous improvement and will work with a supplier to identify areas of improvement. Under these circumstances, a supplier would be required to develop an action plan to address specific improvement areas within an agreed period of time. Should the issues not be resolved, Cedo maintains the right to terminate the supplier relationship.

In addition to our core principles, suppliers must abide by all relevant national and local laws and regulations. In any circumstance where a conflict exists between national law and any supplier obligation to these core principles, the supplier is expected to meet the standard that upholds the higher protection of workers, communities, or the environment.

## **PURPOSE OF THE CODE**

The Code outlines the core principles with respect to labour and employment rights, health and safety, and environmental responsibility to which Cedo expects all its suppliers to adhere and conduct business. The Code is based on the Ethical Trading Initiative (ETI) Base Code and International Labour Organisation (ILO) standards.

Cedo requests its suppliers to respect and adhere to the Code when conducting business.

#### Forced or Child labour shall not be used

Suppliers must ensure employment is freely chosen without existence of forced, bonded or involuntary prison labour. Suppliers must not tolerate slavery and human trafficking for any purpose and should take active steps in ensuring the same for its own suppliers.

Suppliers must not engage in any form of child labour directly or indirectly. Suppliers must not employ workers that are younger than the minimum age according to national or international law, or younger than the age of completion of compulsory education. In any circumstance, suppliers must not employ a person under the age of 15. Any young persons under the age of 18 shall not be employed at night or in hazardous conditions under any circumstances.

#### Freedom of association

Workers have the right to join or form trade unions of their own choosing and to bargain collectively. Suppliers must adopt an open attitude towards the activities of trade unions and their organisational activities.

#### Working hours are not excessive

Suppliers must ensure that working hours comply with national laws, and in their absence, with industry benchmarks or relevant international standards. Working hours, excluding overtime, must not exceed 48 hours per week and any overtime must not exceed local law. Any overtime must be voluntary and shall not be used to replace regular employment.

Workers shall be provided with at least one day off after six consecutive workdays.

All employees should have a written contract of employment.

### **Discrimination is prohibited**

Suppliers shall not practise or tolerate any discrimination on grounds of gender, age, race, religion, disability, marital status, sexual orientation, union membership or political affiliation in hiring, compensation, training, promotion, termination or retirement. Suppliers must comply with all national laws or where no laws are present international legislation.

#### Harassment and inhumane treatment are prohibited

Suppliers will treat all employees with dignity ensuring no harassment of any kind. No harsh or inhumane treatment of employees will be used.

#### Working conditions are safe

Suppliers must ensure the working conditions and environment are safe and hygienic for all employees. Suppliers shall take steps, so far as is reasonable, to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work. Suppliers must provide adequate safeguards against fire, and must ensure the strength, stability and safety of buildings and equipment, including residential facilities where provided.

Suppliers must have an effective health and safety (including fire safety) management system in place. Responsibility for regular health and safety risk assessments must be assigned to senior management representative/s. Suppliers must provide regular and recorded health and safety training to workers, and must be repeated for all new or reassigned workers. Suppliers must demonstrate methods to monitor and report safety incidents, training and performance.

### Wages are paid in accordance with local laws

Suppliers must ensure all workers are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid. Wages and benefits paid for a standard working week must meet, at the very least, national legal standards or industry benchmark standards, whichever is higher.

Overtime shall be paid at a premium to standard rates. Compensation levels should be at the level of a living wage according to local living conditions. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded by the supplier.

### **Anti-Bribery and corruption**

Suppliers must not offer, gift, request or accept payments or provide any inducement of any kind to any Cedo colleague, contractors or agents working on our behalf. No contract will be entered into that has any form of commission attached to it. If you become aware of any actual or suspected breach of this principle, you should raise your concerns through a confidential email cedo@safecall.co.uk. Your anonymity will be protected.

# **Environmental Compliance and Stewardship**

Cedo has set out its plan to be carbon neutral by 2030. In line with our ambitions, suppliers shall demonstrate efforts to minimise any negative environmental impacts from their business practices particularly with regards to effective management of energy consumption, air emissions, water extraction, wastewater discharge and waste generation. In particular, suppliers must have

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strong management procedures in place to prevent accidental release of any hazardous materials into the environment. We will actively work with our suppliers to ensure any environmental impacts are effectively monitored and managed across our supply chain.

Cedo expects its suppliers to, at the very least, ensure compliance with all related environmental laws and regulations applicable in the country of manufacture or distribution. Suppliers must maintain and update all relevant permits and registrations for the sector in which it operates, and may be asked to provide these as evidence at the request of Cedo for the purpose of supplier onboarding and ongoing monitoring.

# **COMPLIANCE WITH THE CODE**

Cedo expects all suppliers it enters business with to adhere to the above core principles. By accepting the Code, the supplier confirms that it will adhere to and comply with the principles set out in it for all existing and future business relationships with Cedo.

Cedo maintains the right to validate the supplier's compliance with the Code by audits or other means. Should Cedo find that the Supplier does not comply with the Code, Cedo reserves the right to demand corrective measure and/or terminate its business relationship and related contract(s) with the Supplier.

DATE
COMPANY NAME
NAME OF LEGAL REPRESENTATIVE
SIGNATURE