

SUPPLIER CODE OF CONDUCT

Introduction

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers across the global supply chain are of paramount importance to Genesis Cancer Care UK Limited ("GenesisCare").

These core principles are reflected in this Supplier Code of Conduct (**Code**), which establishes the minimum standards that must be met by any business that supplies products or services to GenesisCare.

For the purposes of this Code, the term "Supplier" means any business, firm or individual that provides a product or service to GenesisCare. Unless otherwise indicated by the context, the term "Supplier" also includes the Supplier's representatives, including employees, agents, sub-suppliers and subcontractors ("Representatives").

All Suppliers are expected to educate their Representatives to ensure they understand and comply with the commitments set out in this Code. If a Supplier knows, or has reason to believe, that a violation by it or its Representatives has occurred, the Supplier must promptly inform GenesisCare. Suppliers are expected to self-monitor and enforce compliance with this Code with their Representatives.

Standards of Compliance

Workforce Issues

1. **Slavery, Human Trafficking and Forced Labour.** The Supplier will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and guidance 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.
2. **Human Rights.** The Supplier will 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.
3. **Equal Opportunities.** GenesisCare is an equal opportunity employer. The Supplier will 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.
4. **Freedom of Association and Collective Bargaining.** The Supplier will respect, and will 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.
5. **Working Environment.** The Supplier will:
 - 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 precautions are not taken.
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.

Information Security and Data Protection

7. The Supplier will have in place appropriate measures to:
- a. protect the integrity and confidentiality of information (including information belonging to or supplied by GenesisCare) 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.
8. The Supplier will comply with all data protection laws and requirements when processing any personal data on GenesisCare's behalf.

Artificial Intelligence (AI)

9. The Supplier shall disclose to GenesisCare of the use and purpose of AI in the delivery of any service or in the operation of any product or solution provided by Supplier.
10. The Supplier must not use or retain GenesisCare's data or confidential information for the purposes of training or inputting into any AI system or model without prior written approval of GenesisCare.

Environmental Responsibility

11. The Supplier will 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.
12. Suppliers are encouraged to have environmental, health and safety management systems that are based on ISO 14001 and ISO 45001. All required environmental permits, licenses, information registrations and restrictions must be obtained, and their operational and reporting requirements followed.
13. Suppliers must operate in an environmentally responsible and efficient manner and must take reasonable efforts to identify the environmental impacts of their business. Suppliers must undertake ongoing efforts to reduce the environmental impact of their operations, products, and services.
14. Suppliers must identify, manage, reduce, and responsibly control Greenhouse Gas (GHG) emissions from their operations and value chain. Suppliers are encouraged to regularly quantify their emissions, set reduction targets, monitor progress, and reduce their emissions.

Ethical Business Practices

15. **Bribery & Corruption.** The Supplier shall comply with all applicable laws and regulations relating to bribery, corruption and fraud (including but not limited to the Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023). To that end, the Supplier shall not:
 - a. accept, offer, promise, pay, permit or authorize (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 activity, practice or conduct that would constitute fraud;
 - c. evade or facilitate the evasion of tax by another person anywhere in the world.
16. **Competition Law.** Suppliers must conduct their business in a manner that is consistent with fair and vigorous competition and in compliance with all applicable laws and regulations relating to anti-trust, fair competition, unfair/deceptive trade practices and accurate and truthful advertising.
17. **Compliance with Applicable Laws.** Supplier must comply with all laws, regulations, rules, guides, and/or standards applicable to its business. Upon request, Supplier must also provide to GenesisCare any information reasonably required for GenesisCare to comply with applicable laws and regulations. Each Supplier must be committed to the highest standards of compliance, ethics, and integrity in conducting its business.
18. **Conflicts of Interest.** Suppliers should avoid interaction with any director, employee, representative or agent of GenesisCare that might be, or appear to be, a conflict of interest. Suppliers who have associates or members of their immediate family working for GenesisCare should disclose this to GenesisCare.

Supplier Responsibility for Compliance

1. The Supplier ensure that appropriate staff receive training to ensure that they are aware of the standards described in this Code and shall maintain appropriate training records.
2. Supplier shall have appropriate processes and procedures in place to ensure compliance with the standards set out in this Code, including having appropriate due diligence and oversight of sub-suppliers and Representatives to ensure that they meet the standards set out in this Code.
3. The Supplier will provide any additional certifications or information that GenesisCare may reasonably require to demonstrate compliance with the standards in this Code, which may include (without limitation) the completion and return of GenesisCare's Modern Slavery Due Diligence Questionnaire.
4. Supplier acknowledges that GenesisCare may (at its option) conduct periodic audits to verify the Supplier's compliance with this Code and Supplier will provide reasonable assistance.
5. In the event of an actual or suspected breach of the standards in this Code, Supplier is expected to notify GenesisCare as soon as reasonably possible.
6. Where GenesisCare becomes aware of any violation (actual or prospective) by the Supplier or its Associates of the Code, GenesisCare may:
 - a. immediately on written notice terminate its business relationship (including any

- purchase orders and purchase contracts) with the Supplier; or
- b. require the Supplier to produce and implement a remediation plan that will lead to compliance with the Code.