



I&M Capital Limited

**THIRD PARTY CODE OF
CONDUCT**

Version 1.0

Revision History

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1. INTRODUCTION

I&M Capital Limited (IMCL), hereafter referred to as 'the Company' seeks to establish mutually beneficial relationships with third parties, characterised by high standards of integrity, business conduct, and compliance to regulatory requirements.

The Company expects Third Parties to uphold and also require the same levels of integrity and business conduct from their Personnel and anyone outside their organisation engaged in the provision of services for or on behalf of the Company.

The Company acknowledges that no code of conduct can address every situation that Third Parties may encounter. As a result, this Code is not a substitute for Third Parties' accountability and responsibility to exercise good judgment and obtain guidance regarding proper business conduct. Third Parties are encouraged to seek additional guidance and support from those within the Company designated as responsible for their services in relation to which the Third Parties are contracted.

2. PURPOSE

This document establishes guidelines and the Company's expectations with regards to business conduct for third parties engaged by or having any form of contractual obligations with the Company.

3. SCOPE

This Code applies to all third parties (including their personnel) or individuals subcontracted to work for, or with the Company, or that provide goods or services to, or on behalf of the Company.

4. DEFINITIONS

The following definitions are intended to assist in the understanding of the policy and are not intended to limit the application of the policy.

4.1. **"the Company"** means I&M Capital Limited

4.2. **"Fraud risk"** is the possibility of occurrence of fraudulent action by persons internal or external to an organisation resulting to unexpected financial, material or reputational loss

4.3. **"Technology risk"** refers to any risk of financial loss, disruption or damage to the reputation of an organisation as a result of the failure of its information technology systems.

4.4. **"Third Party"** means entities (including their Personnel) or individuals subcontracted to work for or with the Company or that provide goods or services to, or on behalf of the Company.

4.5. **"Personnel"** means employees or subcontractors.

5. CODE OF CONDUCT PROVISIONS

5.1. Standard of performance

Third Parties shall be expected to ensure efficient and timely performance of their contractual obligations. This includes ensuring that they utilise personnel with the requisite level of skills and competence for the execution of their obligations.

5.2. Compliance with this Code, laws, and regulations

Third Parties shall comply with applicable local and international laws and regulations and are expected to comply with this Code. To the extent, any applicable law or regulation is more restrictive than related provisions in this Code, such law or regulation shall govern.

5.3. Due diligence and monitoring

The Company is committed to monitoring compliance against regulatory requirements and its internal standards and policies.

Where necessary, the Company conducts risk-based due diligence on Third Parties. The Company expects Third Parties to provide complete and accurate information to facilitate due diligence efforts undertaken by the Company, where requested.

Where the Company determines that a Third Party has provided inaccurate information or breached this Code, it may require the Third Party to implement a remediation plan, or, in certain circumstances may suspend or terminate the relationship with the Third Party.

5.4. Combatting corruption and bribery

The Company does not tolerate corruption or bribery in any form. Soliciting, accepting, offering, promising, paying bribes, or making other improper payments, including facilitation payments, is strictly prohibited.

Third Parties shall not engage in corruption, bribery or any activity (including improper payments) that may imply involvement in corruption or bribery when working for or with the Company. This includes facilitation payments or the giving or receiving of preferential treatment that may be perceived as a bribe for or on behalf of the Company.

5.5. Counter-Fraud and Ethical Practices

The Company has zero-tolerance for fraud and unethical business practices. As such, all Third Parties contracted by the Company shall be expected to uphold the values stipulated in this document and ensure that their business practices are conducted ethically and with the utmost integrity.

Moreover, Third Parties shall be expected to ensure that their personnel are of good reputation and high integrity, and to have controls for effective management of fraud risks. Moreover, Third Parties shall be required to put relevant measures in place for adequate management of the risk of insider threats within their organisations which include theft of confidential data, IT systems sabotage, fraud, etc.

5.6. Data protection and Information security

The Company is committed to complying with both local and international data protection laws and regulations. Furthermore, the Company has put in place the necessary controls within its operations to ensure that all data under its custody is managed in line with data protection laws and regulations.

A contractual relationship with the Company may necessitate access to or use of data under the custody of the Company. Therefore, Third Parties shall handle such data or any confidential information they obtain in the course of their relationship with the Company, only as authorised and directed by the Company, and in line with the applicable laws and regulations.

Third Parties shall be expected to adequately manage the exposure to technology risks that could affect the confidentiality, integrity, and availability of their IT systems and data sources as well as ensuring the resilience of their systems, relevant to the contractual obligations with the Company.

5.7. Confidentiality and Intellectual Property

Third parties must respect the principles of confidentiality and intellectual property of the information they have access to as a result of their relationship with the Company and comply with applicable regulations and Company's policies on protection, classification, and management of the Company's information.

Third parties shall not use confidential information obtained during the period of engagement with the Company for their unauthorised benefit. This includes the purchase of shares of the Company's parent company I&M Group Plc based on privileged information obtained during the engagement with the Company.

Third Parties must not give the impression that they are speaking on behalf of the Company, nor refer to the Company in promotional marketing or advertising, without first obtaining written permission from the Company.

5.8. Anti-Money Laundering and terrorism financing

The Company is firmly committed to participating in international efforts to prevent money laundering and the financing of terrorism. To this end, the Company has implemented a program to prevent its products and services from being misused for such criminal activity in compliance with applicable financial crime laws, regulations, and international best practices.

As such, the Company expects Third Parties to comply with applicable laws and regulations on anti-money laundering and terrorism financing, and put controls in place to ensure that none of its products, channels, services and business operations are utilised for the perpetration of money laundering, terrorism financing or other financial crimes.

5.9. Conflicts of interest

The Company is committed to identifying and addressing both real and potential/perceivable conflicts of interests and sensitive situations that may arise in the conduct of its business.

A conflict of interest is defined as any circumstance that could cast doubt on the Company's ability to act with objectivity when providing services or in connection with the Company's business. Such circumstances have the potential to create adverse effects on the Company's commercial, reputational, and strategic initiatives.

If a Third Party becomes aware of any actual or potential conflict of interest that may impact its work for or with the Company or otherwise, it shall notify the Company in writing on a timely basis. Depending on the circumstances, Third Parties may be required to put in place appropriate measures to manage the conflict of interest or sensitive situation.

5.10. Labour and working conditions

Third Parties shall ensure compliance to national law and international labour organisation conventions with regards to working terms and conditions. Specifically, Third Parties shall ensure that:

- The supply of goods or services does not compromise on health and safety of its employees and other stakeholders;
- They do not facilitate any form of forced and compulsory labour;
- The freedom of association and collective bargaining, as far as the labour laws applicable to the Company areas of operation allow, is respected;
- It does not engage in child labour without due consideration for personal development, safety, education or health;
- Elimination of discrimination, harassment, and victimization at the workplace regardless of one's race, religion, gender, sexual orientation, disability, ethnicity, height, weight, etc.;
- Minimisation and efficient response to health and safety incidents and accidents occurring in the workplace;
- Their employees are provided with contracts that are clear and understandable, regarding their rights under national labor and employment law and any applicable collective agreements; and
- They have a grievance mechanism for their employees to raise workplace concerns and that it is communicated to their employees at the time of recruitment and made easily accessible to them.

5.11. Environmental and Social Responsibility

All Third Parties shall take reasonably acceptable measures to ensure that they actively improve the efficiency with which resources are utilized whilst managing impacts associated with pollution and in compliance with applicable national regulations.

Upon request, Third Parties shall provide information on environmental issues within their supply chain regarding material sourcing, production and electronic wastes, energy management, and carbon footprint management.

Third Parties shall use local suppliers and sub-contractors where possible to minimize the environmental impact associated with material sourcing, transportation and to support the local economy.

The Third Party Code is based on the United Nations Global Compact, the United Nations Guiding Principles on Business and Human Rights, and other international standards or accepted good practices, is also consistent with the PSCI Principles for Responsible Supply Chain Management.

5.12. Reporting Violations of this Code of Conduct

The Company is committed to addressing potential violations and protecting reporting persons from retaliation for reporting concerns in good faith.

The Company expects Third Parties to report in good faith any concerns that may arise in connection with the Company's business (including the provision of goods or services to the Company) and potential violations of this Code of Conduct, laws, regulations, or ethical or professional standards.

Third Parties shall be expected to raise concerns related to this Code via any of the following channels:

- i. With those designated as responsible for the Third Party's service(s) for or with the Company;
- ii. Through appropriate channels at the Company;
- iii. By reporting using the Company's whistle-blower platform via any of the below-listed channels:

Phone call	0800 722 626
Email	DTOA@tip-offs.com
Web	www.tip-offs.com

Concerns reported via the whistle-blower platform can be done anonymously. All reports on violation of the Code of Conduct provisions shall be handled in confidence.

The Company expects Third Parties to inform their Personnel that they will not be subject to retaliation as a result of raising a concern in good faith.

The Company shall review/investigate reported concerns and take the necessary action.

6. ACKNOWLEDGMENT OF THIS CODE OF CONDUCT

Third Parties who work for or with the Company and who are in receipt of this Code of Conduct agree to:

- i. Adhere to the requirements and expectations set out in this Code;
- ii. Provide complete and accurate information to facilitate third-party due diligence efforts undertaken by the Company;
- iii. Comply with the applicable laws and regulations in the country or countries where they operate; and
- iv. Report any identified irregularities or non-compliance to this code of Conduct as prescribed in **section 5.12** above.

7. APPENDIX 1: THIRD-PARTY ATTESTATION

The undersigned hereby affirms that they have read and commit to comply with the provisions of this third party code of conduct in the duration of their contractual obligation with the Company.

Signed for and on behalf of:

[Insert name of Third Party]

[Insert address of Third Party – Both Physical and contact]



Signature:

Name:

Position:

Date: