Silverstream's Supplier Code of Conduct

1 Document Overview

This Supplier Code of Conduct (the "Code") sets out the principles and standards with which suppliers to Silverstream Technologies (UK) Ltd ("Silverstream") and its Group Companies must comply. "Group Company" means, in relation to a company, any holding company or subsidiary of that company, and any subsidiary of such holding company.

Suppliers, including agents, lobbyists and intermediaries, must (a) comply with this Code and (b) use all reasonable endeavours to ensure compliance by their subcontractors and group companies. This Code forms part of all transactions between the Supplier and Silverstream. The Supplier must also comply with any customer compliance requirements notified by Silverstream for a particular project or contract.

2 Code of Conduct

2.1 Compliance with laws and regulations

The Supplier shall comply with all applicable local and international laws and regulations. Where the requirements of such laws and this Code differ, or are in conflict, the Supplier shall comply with the highest standard consistent with applicable laws.

2.2 Human rights

The Supplier shall respect internationally proclaimed human rights and shall avoid being complicit in human rights abuses of any kind. In conducting its business, the Supplier shall consistently respect the personal dignity, privacy and rights of each individual.

2.3 Forced labour

The Supplier shall respect internationally recognised principles under the International Labour Organization's ("ILO") core conventions. The Supplier shall not use or tolerate any form of forced, bonded or compulsory labour and shall strictly prohibit any form of slavery or human trafficking consistent with the UK Modern Slavery Act 2015 and any other legal requirements which are applicable. The Supplier shall ensure that all workers are free to leave their employment after giving reasonable notice. The Supplier and its recruitment agents shall not charge workers recruitment or hiring fees. Identity documents, passports and work permits shall remain in the possession of the worker and shall not be withheld. If the Supplier discovers any form of forced labour in its operations or supply chain, it shall remediate the situation immediately and inform Silverstream.

2.4 Minimum age of labour

The Supplier shall not employ or use child labour. The Supplier shall not employ anyone below the local minimum working age, the age of compulsory education, or the age set out in the ILO Minimum Age Convention 1973 (No. 138), whichever is highest.

Workers under 18 years of age shall not carry out night work or work that is hazardous to their health or safety. If the Supplier discovers that child labour is used, the Supplier shall address and rectify the situation immediately.

2.5 Discrimination

The Supplier shall treat employees equally and fairly. The Supplier shall oppose and not tolerate any form of harassment or discrimination, based on race, ethnicity, nationality or other origin, disability, age, gender, sexual orientation, language, religion or any other characteristic where a person is not treated as an individual.

2.6 Employment conditions

The Supplier shall provide remuneration that meets any national legal standard on minimum wage. The basis on which workers are paid is to be clearly conveyed to them in a timely manner. The Supplier shall (a) ensure that working hours are not excessive and (b) that all workers have written and legally binding agreements of employment setting out employment conditions in a language understandable to the worker.

2.7 Freedom of association and the right to collective bargaining

The Supplier shall recognise and respect the right of free association and the right to collective bargaining of its employees and/or workers consistent with local laws and regulations. Where the right to freedom of association and collective bargaining are restricted under national law, the Supplier shall allow workers to influence their work situation.

2.8 Health and safety

The Supplier shall secure that the workers have a healthy and safe working environment in accordance with local and internationally recognised standards. Silverstream has a Zero Goal approach to all matters relating to Health and Safety and a no tolerance approach to drugs and alcohol use.

2.9 Environment

The Supplier shall act in accordance with relevant local and internationally recognised environmental standards and strive to minimise its environmental impact and continuously improve its environmental performance.

2.10 Privacy, confidentiality, and data protection

The Supplier shall respect the privacy of all individuals and will handle personal data responsibly and in compliance with applicable data protection and privacy laws, including, where applicable, the UK Data Protection Act 2018, , the EU General Data Protection Regulation and the PRC Personal Information Protection Law. The Supplier shall also safeguard business information, including confidential and proprietary information relating to Silverstream. The Supplier shall apply appropriate technical and organisational security measures, shall process personal data received from Silverstream only as needed for the supply relationship, and shall notify Silverstream without undue delay of any personal data breach or information security incident affecting Silverstream data or systems.

2.11 Corruption and other prohibited business practices

Silverstream is firmly opposed to all forms of corruption. Silverstream's objective is to compete in the marketplace based on competitive services and prices. Under no circumstances whatsoever, shall Silverstream representatives solicit, receive, accept or agree to receive or accept, directly or indirectly, any financial or other advantage, including bribes (i.e. kick back, side payment, or profit sharing) in connection to a position, office or assignment. It is not required that the improper advantage has actually influenced a decision or inaction for the advantage to constitute corruption. Facilitation payments are prohibited.

The Supplier shall not commit fraud or misrepresentation, and shall not create or provide any false, incomplete or misleading document, certificate or declaration in connection with its business with Silverstream.

The Supplier is obliged to report to Silverstream any suspicion they might have about any corruption, fraud or improper conduct in relation to the contract with Silverstream. Silverstream expects the Supplier to comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Supplier shall not offer, promise or give any financial or other advantage, favour or incentive to any public official, international organisation or any other private third party in connection to a position, office or assignment. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

2.12 Gifts, hospitality and expenses

Employees of Silverstream are prohibited from accepting anything more than modest gifts from Suppliers. Gifts of cash or cash equivalents (i.e. gift cards) are never allowed. Hospitality, such as social events, meals or entertainment may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing Silverstream shall be paid by Silverstream. Gifts shall not be offered or received in situations of contract negotiation, bidding or award.

The Supplier shall not, directly or indirectly, offer or give any gifts or hospitality to any third party, including public officials, in order to obtain or retain business or a business advantage on Silverstream's behalf.

2.13 Conflict of interest

Suppliers are expected to disclose to Silverstream any situation that may appear as a conflict of interest, and disclose to Silverstream if any Silverstream director, officer, employee or professional under contract with Silverstream may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier or its employees.

2.14 Fair competition

The Supplier shall avoid involvement in any anti-competitive activity or business practice. The Supplier shall comply with all applicable competition laws.

2.15 Money laundering prevention

The Supplier shall only conduct business with reputable partners involved in legitimate business activities with funds derived from legitimate sources. The Supplier shall comply with all applicable anti-money laundering and anti-terrorist financing laws. The Supplier shall not engage in, or facilitate, the criminal evasion of tax in any jurisdiction.

2.16 Sanctions

The Supplier shall comply with applicable sanctions laws and take reasonable steps to ensure that no sanctioned person or entity is involved in or benefits from its operations. The Supplier confirms that neither it nor any person owning or controlling it is subject to sanctions and shall notify Silverstream immediately of any change. The Supplier shall not act in any way that would cause Silverstream or its customers to breach sanctions, participate in sanctions circumvention, or permit prohibited re-export or onward transfer of goods, software or technology. On request, the Supplier shall provide information and reasonably cooperate with Silverstream's due diligence, including know-your-customer and know-your-supplier checks.

2.17 Export controls

The Supplier shall comply with all applicable export control laws, including, where relevant, UN, UK, EU and US rules on the export, re-export and transfer of goods, software and technology. On request, the Supplier shall provide accurate and complete trade compliance information for the items it supplies, including export control classification, commodity codes and country of origin, and shall notify Silverstream if any item, software or technology supplied is subject to export licensing or end-use restrictions. The Supplier shall reasonably cooperate with Silverstream in obtaining any export licences required for the goods.

2.18 Supplier due diligence and transparency

The Supplier warrants that the company and ownership information it provides to Silverstream is accurate. On request, the Supplier shall disclose its beneficial ownership and any material links to public officials or state-owned entities and shall notify Silverstream promptly of any change of control. The Supplier shall carry out risk-based due diligence on its own suppliers and subcontractors relevant to its business with Silverstream.

2.19 Violation of the Code

Breach of this Code may result in actions being invoked against the Supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the Supplier. The range of actions available to be imposed on the Supplier includes, but is not limited to, the following:

- Formal warnings: That the continued non-compliance will lead to more severe actions
- Disclosure of nature of breach to all subcontractors and Group Companies
- Immediate termination of contract, without recourse

The Supplier must maintain all documents necessary to demonstrate compliance with the Code. The Supplier shall allow representatives from Silverstream and, if requested, Silverstream's customers, full access to its facilities, worker records and workers for confidential interviews.

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