

# SUPPLIER CODE OF CONDUCT

## **Foreword**

*Ansell protects the safety of millions of people around the world every day. Taking our mission further, we are committed to extending that protection to our employees, environment, community, and workers in our supply chain through responsible environmental, social and governance practices. Over the past several years, Ansell has transformed how we incorporate sustainability into our business, and we will continue to advance our Ansell Protects mission further in the years ahead.*

*We value our supplier relationships and are committed to working with our suppliers to improve your practices and ensure that you meet our standards and all applicable laws and regulations. This Supplier Code of Conduct lays out our expectations of our suppliers to support these commitments. I believe meeting these standards will also make our suppliers' businesses more successful and be better able to continue supplying Ansell far into the future.*

*Neil Salmon, Managing Director and Chief Executive Officer*

## **1. Overview of Supplier Code of Conduct**

- (a) At Ansell, we take our Corporate Social Responsibility and Sustainability commitments seriously. Our standards extend beyond our own offices, distribution centers and manufacturing facilities, into our supply chain.
- (b) Ansell participates in a complex, global supply chain by outsourcing logistics and purchasing raw materials and finished goods from small and large business all over the world.
- (c) Ansell aligns with the UN Guiding Principles on Business and Human Rights, the International Labour Organisation (ILO) core Conventions and the 10 UN Global Compact Principles, and respects human rights as set out in the UN Declaration of Human Rights.
- (d) The purpose of this Supplier Code of Conduct is to ensure that all participants throughout Ansell's supply chain understand our expectations and that all direct suppliers agree to comply with the standards set out herein in addition to applicable local law obligations and to the monitoring by Ansell of their ongoing compliance with it.
- (e) Ansell's management, led by its CEO, has overall responsibility for ensuring this Supplier Code of Conduct complies with Ansell's commitments as well as legal and ethical obligations.

## **2. Application of this Supplier Code of Conduct**

- (a) This Supplier Code of Conduct applies to all direct participants in Ansell's supply chain.
- (b) The Supplier shall comply with local laws in the countries in which they operate, along with other applicable laws, rules, and regulations. Where there is a gap between our requirements and standards and the local laws, rules and regulations, the more stringent requirements and standards apply. The Supplier Code of Conduct applies to all workers including, but not limited to, migrant workers, part-time/casual/temporary workers and contracted workers engaged by the Supplier.
- (c) Compliance with this Supplier Code of Conduct is a condition of doing business with Ansell. We expect Suppliers to respect and comply with the criteria set out in our Supplier Code of Conduct and develop the necessary tools and management systems to support this compliance.

- (d) Ansell expects its Suppliers to require their own suppliers (including third party employment agencies) to adhere to this Supplier Code of Conduct as part of fulfilling their contractual obligations, including communicating these or equivalent requirements and monitoring their suppliers' performance.
- (e) Ansell also expects to see the requirements of this Supplier Code of Conduct implemented internally by Suppliers, for example by making this Code or the Supplier's equivalent code readily available to their employees in their language, training employees on meeting the Code, maintaining documentation and reporting breaches to Ansell.

### **3. Labour Standards**

#### **3.1 Forced Labour**

- (a) For the purposes of this Supplier Code of Conduct, "forced labour" includes all forms of forced labour, including but not limited to bonded, indentured, involuntary prison, or involuntary labour. Ansell refers to the ILO Indicators of Forced Labour when assessing any risks of forced labour, these being:
  - i. Abuse of vulnerability
  - ii. Deception
  - iii. Restriction of movement
  - iv. Isolation
  - v. Physical and sexual violence
  - vi. Intimidation and threats
  - vii. Retention of identity documents
  - viii. Withholding of wages
  - ix. Debt bondage
  - x. Abusive working and living conditions
  - xi. Excessive overtime
- (b) Ansell prohibits the use of forced labour in its supply chain. Supplier will not use or condone the use of any forced labour and Supplier will not deprive any worker from their freedom.
- (c) Punishment and/or mental coercion are strictly prohibited. Disciplinary policies should be clearly defined and communicated to all workers.
- (d) Supplier will not require workers to surrender any government-issued identification, such as a passport, worker permits or any other legal documents, whether as a condition of employment or not. Workers must always and at all times be allowed to maintain control over their identification documents.
- (e) Supplier must not require any of its employees (including foreign workers) to pay any recruitment fees or other related fees for their employment. Supplier is responsible for payment of all recruitment fees and expenses relating to employment, both in supplier's country of operation and in the worker's home country. If such fees are found to have been paid by the workers, such fees shall be repaid to the worker immediately. Supplier will provide all workers with a contract of employment detailing their rights together with other key documents in a language the workers understand, preferably in their native language.

- (f) Supplier will not restrict freedom of movement of workers, including during breaks and rest periods.
- (g) Supplier must ensure worker employment is freely chosen. All workers shall have the right to enter into or terminate their employment freely without fear of retaliation, threat of physical or mental coercion, or face unlawful notice periods.

### **3.2 Child Labour**

- (a) Supplier will not use or condone the use of child labour.
- (b) The term “child” refers to a person younger than 18 or if applicable laws impose a higher minimum age requirement than 18 years, the stricter standard in compliance with the law.

### **3.3 Human Trafficking**

Supplier will not arrange or facilitate the travel of any person with a view to that person being exploited and will not use or condone the use of any human trafficking.

### **3.4 Coercion and Harassment**

Supplier will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

### **3.5 Non-discrimination**

- (a) Supplier shall promote an inclusive work environment that values the diversity of all its workers.
- (b) Supplier will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

### **3.6 Working Hours and Wages**

- (a) Supplier will, at a minimum, comply with all applicable local laws, regulations and labour standards including those relating to minimum wages, overtime, maximum work hours and rest days and put in place reliable and comprehensive tracking systems to ensure compliance. However, in so far as rest days are concerned, Supplier must strictly adhere to Article 2 of International Labour Organisation’s C014- Weekly Rest (Industry) Convention, 1921 (No. 14) which states that workers must enjoy in every period of seven days a period of rest comprising at least twenty-four consecutive hours. Where a worker is engaged in shift work, any continuous period of not less than thirty hours shall constitute a rest day.
- (b) Supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid, provide legally mandated benefits and shall not deduct from the worker’s wage without their written permission or for an item an employer is required to provide.
- (c) All overtime work shall be voluntary. The Supplier shall ensure that workers have the right to refuse overtime work without fear of retaliation or disciplinary actions.

- (d) Supplier will compensate workers for overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate.
- (e) Deductions from wages as disciplinary measure is not permitted.

### **3.7 Collective Bargaining**

- (a) Supplier's workers must be free to join or not join a union/employee representation of their choice, free from threat or intimidation.
- (b) Subject to the provisions of the local laws of the Supplier's country of operation, if Supplier's workers have chosen lawfully to be represented by third parties, Supplier must bargain in good faith and not retaliate against their workers for their lawful participation in labour organization activities.

## **4. Health and Safety**

- 4.1** As a Safety Company, Ansell requires all Suppliers to implement the highest standards of occupational health and safety by applying a health and safety management approach appropriate to the business. This includes regular workplace risk assessments, implementation of adequate hazard control and precautionary measures, and proper storage and disposal of chemicals. Workers are to be adequately educated and trained in health and safety issues and provided, when at work, proper personal protective equipment.
- 4.2** Supplier will provide workers with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring at a minimum (a) reasonable access to drinkable water and sanitary facilities; (b) reasonable access to appropriate and adequate fire safety measures and facilities; and (c) reasonable access to appropriate and adequate lighting and ventilation facilities.
- 4.3** Supplier will also ensure that the same standards of health and safety are applied in any housing that they provide for workers, including adequate, safe and hygienic facilities for sleeping, bathing, personal storage, cooking and eating.
- 4.4** Supplier will ensure each facility is equipped with an emergency plan and required arrangements for detection, evacuation and response, including functioning and accessible alarms, lighting, exits and firefighting equipment.

## **5. Conflict Minerals**

- 5.1** Conflict Minerals are defined as those that are originated in the Democratic Republic Congo or surrounding countries (Central Africa Republic, Republic of Congo, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda and Uganda).
- 5.2** Ansell requires Suppliers to undertake steps to identify whether conflict materials are contained in the products manufactured by it (or contracted to be manufactured by it), including determining the country of origin of raw minerals used in production.
- 5.3** If these minerals are contained in their products, Ansell requires Suppliers to take reasonable steps in a timely manner to rectify the use of conflict minerals.

## **6. Protection of the Environment**

- 6.1** Supplier shall comply with all applicable environmental laws, regulations and standards as well as implement and maintain an effective environmental management system to identify and manage environment risks and impacts.
- 6.2** Ansell requires Suppliers to strive to support national climate protection goals and initiatives through the products and services they deliver (e.g. by providing relevant data on climate protection). In this regard we expect Suppliers to take climate protection appropriately into account in their own operations, for example by setting climate protection goals for themselves and achieving them.

## **7. Bribery and Corruption**

Ansell operates a zero-tolerance policy when it comes to bribery and corruption:

- 7.1** Supplier will comply with all local laws and regulations concerning prohibitions on bribery and corruption. Supplier must not, while conducting business on Ansell's behalf, pay, accept, loan or offer a bribe, kickback or improper payment to anyone. In addition, Supplier must not hire a third party to do something it cannot ethically or legally do itself.
- 7.2** For the purposes of compliance with this Supplier Code of Conduct, a "bribe" includes anything of value, including money, gifts, loans or other favours, that may influence or appear to influence the recipient's business decisions or compromise independent judgment. Supplier should refrain from offering or accepting gifts in the form of cash, a cash equivalent (e.g. a gift card) or securities, or any gift that is valued over U.S. \$100 (or the local equivalent). A "kickback" is the return of a sum already paid or due to be paid as a reward for making or fostering business arrangements.
- 7.3** Supplier must also not engage in any facilitation payments – that is, small payments intended to speed up routine government actions, when doing business. Ansell does not distinguish between "facilitating payments" and any other bribe, and expects Supplier to adhere to the same standard.
- 7.4** Any dealings with Ansell must be on arms-length commercial terms.

## **8. Data Protection and Confidentiality**

- 8.1** Supplier shall adhere to applicable data protection and security laws as well as to respective regulations, in particular with regard to personal data of workers, customers, and other relevant third parties. Supplier shall comply with all said requirements when personal data is collected, stored, used, transferred and disposed of, including operating measures to protect data from unauthorised disclosure and action plans to remedy any kind of breach of data privacy.
- 8.2** Supplier shall safeguard and make only legitimate use of confidential information. Supplier shall not disclose any information that is not known to the general public. Confidential information must be stored in a secure manner to prevent unauthorized access.

## **9. Whistleblowing and No-Retaliation**

- 9.1** Supplier shall maintain a confidential platform easily accessible to all workers encouraging workers to report to Supplier any non-compliance with this Supplier Code of Conduct without fear of retaliation. Supplier will investigate all such reports and will take corrective action as appropriate.
- 9.2** Supplier and its employees, contractors and other stakeholders may also lodge complaints directly with Ansell's Compliance Hotline at <http://ansell.ethicspoint.com/>, operated by an independent service that will forward a report of your call to the Compliance Officer at Ansell.

## **10. Legal and Regulatory Compliance**

- 10.1** The Supplier must comply with all applicable laws and regulations. All references to “applicable laws and regulations” in this Supplier Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.
- 10.2** Supplier shall comply with applicable laws and regulations designed to combat money laundering activities. Supplier shall maintain financial records and reports according to international laws and regulations.
- 10.3** Supplier shall comply with all applicable trade and import regulations including sanctions and embargoes that apply to their activities. Supplier shall comply with applicable competition and anti-trust laws.
- 10.4** Supplier shall disclose any actual or potential conflict of interest with Ansell. A conflict of interest arises when an individual has a private/personal interest which could appear to influence their decisions. Such conflict of interest situations include a relationship by blood or marriage, business relationship partnership or investment.

## **11. Compliance with the Supplier Code of Conduct & Compliance Audits**

- 11.1** All direct suppliers are required to commit to complying with the Supplier Code of Conduct as part of signing Ansell's contract terms and conditions. Suppliers who have signed older contracts without this Code are still expected to align and adhere to the standards set out.
- 11.2** Ansell reserves the right, upon reasonable notice, to check compliance with the requirements of this Supplier Code of Conduct.
- 11.3** Any breach of the obligations stipulated in this Supplier Code of Conduct is considered a material breach of the terms and conditions or contract governing the supply relationship between Supplier and Ansell. If non-conformances are not corrected within agreed timelines or breaches are repeated, the contract between Supplier and Ansell may be terminated.
- 11.4** In addition, Ansell requires Suppliers to partner with SEDEX and conduct at least every two years scheduled or unannounced SEDEX Members Ethical Trade Audits (SMETA) using the 4-pillar methodology<sup>1</sup> with accredited third-party auditors to help Ansell evaluate Suppliers' labour, health and safety, environment and business ethics standards, and as such to provide Ansell and its customers and other relevant stakeholders independent verification of compliance with these standards and this Supplier Code of Conduct. The cost of such audits are borne by the Supplier.
- 11.5** Where non-compliances are identified, Suppliers are required to create specific corrective action plans to mitigate any deviance from this Supplier Code of Conduct as well as from applicable local laws and regulations in the countries in which Supplier operates. Regular follow-up audits must be scheduled and completed to confirm ongoing compliance. The cost of any follow up audits are borne by the Supplier. To ensure transparency all audit reports must be uploaded to the SEDEX digital data platform.
- 11.6** Suppliers shall immediately notify Ansell upon becoming aware of any action by a government authority (including without limitation any investigation or prosecution) concerning actual or alleged non-compliance with the requirements of this Supplier Code of Conduct.

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<sup>1</sup> As an alternative, Ansell will also accept Business Social Compliance Initiative (BSCI) or Social Accountability International SA8000® audits/certification from accredited third-party auditors or any other equivalent/recognized audit agreed by Ansell showing Supplier's level of compliance to local law, applicable standards and this Supplier Code of Conduct.

**12. Ansell's commitment to its Suppliers**

- 12.1** Ansell is committed to working with its Suppliers to improve when non-conformances are identified, including collaborating to identify actions and providing guidance and training.
- 12.2** Ansell will act fairly and transparently in all its dealings with its Suppliers including respecting the Suppliers' business rights and IP.
- 12.3** Ansell will monitor and review the implementation and effectiveness of this Code including by seeking Supplier feedback, considering the results of Supplier monitoring and audits and reviewing emerging issues.

**13. Revisions to the Supplier Code of Conduct**

- 13.1** This Supplier Code of Conduct will be periodically reviewed and is subject to updates.
- 13.2** Ansell will notify Suppliers of significant changes to the requirements within this Code. Suppliers are responsible for responding to such communications and changing their practices accordingly.