

Supplier Code of Conduct

Introduction

As we continually strive to deliver high performance for our clients, our company and our shareholders, Bamboo is committed to upholding the highest ethical and professional standards consistent with our Values and our Code of Conduct.

The relationship between Bamboo and its suppliers is an important component to achieving high performance in our business.

Our Bamboo Supplier Code of Conduct, “The Code”, sets forth the standards and practices that apply to all suppliers of Bamboo Connect Ltd (“Bamboo Suppliers”), including all facilities. Bamboo Suppliers must also operate in full compliance with all applicable laws and regulations of the countries in which they operate.

In selecting suppliers, Bamboo works hard to choose reputable business partners who are committed to ethical standards and business practices compatible with those of Bamboo.

This Code formalises Bamboo’s practices and makes clear that recognising differences in cultures and legal requirements, we expect that wherever our suppliers are located, supplying products to us or delivering services to us, that they are produced and/or provided in a manner compatible with the high standards that contribute to the reputation of Bamboo.

Suppliers are required to comply with this Code and to have and maintain practices like those in Bamboo’s Code of Conduct. Bamboo is committed to helping its suppliers comply with these standards. In turn, Bamboo expects its suppliers to apply these standards to the suppliers they work with in providing goods and services to Bamboo.

Bamboo strongly encourages suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations. If there is no local legal requirement, or if a local legal requirement is not as strict as the requirement included in this Code, Bamboo Suppliers are required to follow this Code if they want to do business with Bamboo.

Our Code promotes “doing the right thing” as well as “doing things right”.

Our People

Bamboo has a diverse workforce and supplies base spanning more than 30 countries. We all have different skills and capabilities and come from many cultures. This diversity has helped make the company what it is today and is important for shaping our future. Our success reflects on our people and those we work with.

Fair Treatment and Equal Opportunity

We want Bamboo to be a place of mutual trust and respect, which embraces diversity and values everyone for their merits. A place where peoples’ rights are honoured, and they are treated fairly and consistently.

Bamboo Suppliers must ensure employment – including hiring, payment, benefits, advancement, termination, and retirement – is based on ability and not on beliefs or any other personal characteristics.

This includes discrimination based on sex, race, colour, national or ethnic origin, sexual orientation, gender identity or expression, religion, political beliefs, trade union activity, marital status, caring responsibilities, disability, age or citizenship.

Bamboo Suppliers should ensure women workers receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment and pregnancy testing – to the extent provided – will be voluntary and the option of the worker. In addition, workers will not be forced to use contraception.

Respectful Workplace

Every Bamboo employee has the right to respect and freedom from harassment. Violence at work is unacceptable, regardless of the reason. We will not tolerate harassment or violence against an employee. We equally expect our suppliers to provide the same commitment.

Bamboo Suppliers must treat all workers with respect and dignity. No work shall be subject to corporal punishment, physical, sexual, psychological, or verbal harassment or abuse, nor is there to be the threat of any such treatment.

Human Rights

Respect for human rights is a fundamental part of how Bamboo does business and our Values.

Our commitment to respecting human rights acknowledges all internationally recognised Human Rights as outlined in the International Bill of Rights, including the United Nations Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Convention on Economic, Social and Cultural Rights and the ILO Declaration on Fundamental Rights and Principles at Work.

That means wherever we work in the world, we will seek to respect and uphold the fundamental Human Rights and freedoms of everyone who works for us or with us, and of the people and communities we work among.

Bamboo Suppliers will identify, prevent, or mitigate any adverse human rights caused by or contributed to their operations to avoid any infringement on the rights of others and also identify impacts that are directly linked to their operations where they are acting for or in connection with our operations.

Child Labour

Bamboo does not use child labor and it expects its suppliers to do the same. We expect our suppliers to comply with local laws regarding the minimum age of employees. The minimum age for workers shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. In addition, Bamboo Suppliers must comply with all legal requirements for the work of authorised young workers, particularly those pertaining to hours of work, wages, and safe working conditions.

Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with their education or that may be harmful to their health, physical, mental, social, spiritual, or moral development.

We encourage our suppliers to participate in legitimate workplace apprenticeship programs that comply with applicable laws and regulations.

Forced Labour

In line with our own commitment and the UK Modern Slavery Act 2015, Bamboo Suppliers must not use any type of involuntary or forced labour, including indentured, bonded, slave, or human trafficked labour, nor engage in any form of procurement of commercial sex acts. Suppliers must ensure their entire supply chain is free from modern slavery, and they must provide evidence of due diligence processes upon request.

Workers shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents, and work visas in both home and host countries.

When the subcontracting of recruitment and hiring is necessary, companies shall ensure that the labour agencies they engage operate legally, are certified or licensed by the competent authority, and do not engage in fraudulent behaviour that places workers at risk of forced labour or trafficking for labour exploitation.

Bamboo Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment. The retention of personal documents shall not be used to bind workers to employment or to restrict their freedom of movement.

Written contracts of employment shall be provided to workers in a language they understand, clearly indicating their rights and responsibilities regarding wages, working hours, and other working and employment conditions.

This should be provided prior to employment. The use of supplemental agreements and the practice of contract substitution (the replacement of an original contract or any of its provisions with those that are less favourable) are strictly prohibited.

No worker shall be required to lodge deposits or security payments at any time.

Bamboo expects its suppliers to put in place adequate procedures to ensure that they are not directly or indirectly, through their supply chain, involved in any form of involuntary or forced labour. The workplace shall be free of any form of harsh or inhumane treatment.

Disciplinary policies and procedures shall be clearly defined and communicated to all workers, and shall not include any inhumane disciplinary measure, including any corporal punishment, mental or physical coercion, or verbal abuse of workers; nor shall they include sanctions that result in wage deductions, reductions in benefits, or compulsory labour.

The use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family, or close associates, is strictly prohibited.

Wage and Benefits

Bamboo Suppliers must pay workers at least the minimum compensation required by local law and ensure compliance with the UK National Minimum Wage Act 1998 where applicable. Workers must receive all legally mandated benefits, and deductions from wages must only be as permitted by law.

Working hours

Bamboo Suppliers must ensure that on a regularly scheduled basis, except in extraordinary business circumstances, workers are not required to work more than 60 hours a week, including overtime. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. In addition, except in extraordinary business circumstances, all workers are entitled to at least one day off in every seven-day period.

Freedom of Movement and Personal Freedom

Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or related premises, such as employer- or recruiter operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom. Mandatory residence in employer-operated facilities shall not be made a condition of employment.

Freedom of Association and Collective Bargaining

Bamboo recognises the importance of open communication and direct engagement between workers and management and expects its suppliers to do the same. Bamboo Suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference, or reprisal. We also expect our suppliers to recognise and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing. Bamboo Suppliers also must respect any legal right of workers to bargain collectively.

Our Values

Bamboo is committed to the highest standards of integrity, honesty, openness, and professionalism in all its activities wherever they are undertaken. We respect local laws and do not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

Bamboo supports the aims of global bodies such as the Organisation for Economic Cooperation and Development (OECD) to combat bribery and corruption. We expect our suppliers to demonstrate a similar commitment by understanding and complying with all applicable laws. Our suppliers should inspire trust by taking responsibility, acting ethically, and encouraging honest and open debate.

Bribery, Corruption and Facilitation Payments

Bribery is offering, providing or receiving something of value – including cash, gifts, hospitality, or entertainment – as an inducement or reward for something improper.

Usually, but not always, it's to obtain or retain business or some other illegitimate advantage. Bribes are against the law and against our Code, no matter what the "local custom" may be.

A facilitation payment refers to the practice of paying a small sum of money to (usually) an official as a way of ensuring they perform their duty. UK legislation forbids facilitation payments anywhere in the world.

Corruption involves any of these activities: bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement and money laundering.

We never offer, give or receive bribes or improper payments, or participate in any kind of corrupt activity, either directly or through any third party.

We expect our suppliers to apply the same stringent principles. Bamboo Suppliers should not engage in any form of commercial bribery. Suppliers acting on behalf of Bamboo must comply with applicable anti-bribery laws as well as all local laws dealing with the bribery of government officials.

In connection with any transaction related to the manufacture, Connect or delivery of goods or services to Bamboo or that otherwise involves Bamboo, the supplier must not offer, promise, authorise, give, demand or accept any gift, loan, fee, reward or other advantage to or from any person as an inducement; to do something which is dishonest, illegal or a breach of trust; to obtain, retain or direct business; or to secure any other improper advantage.

Under these standards, improper payments include offers, promises, authorisations or payments of anything of value to expedite routine government actions.

We expect our suppliers to implement appropriate and adequate procedures for their employees to comply with applicable anti-corruption laws and these standards.

The help, advice and local knowledge of agents and other consultants or contractors can sometimes be essential. However, we always require them to operate in accordance with our standards, particularly in relation to bribery and corruption.

Gifts and Hospitality

Bamboo develops long-term business relationships based on trust and respect. Exchanging gifts and hospitality can build goodwill, but may, or may appear to, create improper influence. Any gift or hospitality we accept or give in connection with business should always be customary and reasonable in terms of value and frequency.

Bamboo Suppliers must not offer gifts, meals, or entertainment that could improperly influence a business decision. Any gifts exceeding £50 must be declared and recorded in Bamboo's gift register.

In other situations, suppliers may provide modest gifts, meals or entertainment to company employees if they are:

- not cash or cash equivalent
- consistent with customary business practice and supplier company policy
- not frequent or expensive
- do not violate any law.

Equally we do not want our suppliers to be influenced or pressurised in turn through the acceptance of inappropriate gifts or hospitality. If someone tries to do this to you, always tell us. We require our staff to record gifts and hospitality given to or received by them.

Conflicts of Interest

Conflicts of interest run counter to the fair treatment we expect. They can also break the law and seriously damage our integrity and reputation.

A conflict of interest occurs when your private interests interfere, or appear to interfere, with the best interest of Bamboo.

Bamboo Suppliers should avoid any interaction with any Bamboo employee that may conflict or appear to conflict with that employee acting in the best interests of Bamboo.

By way of example, suppliers should not employ or otherwise make payments to any Bamboo employee during any transaction between the supplier and Bamboo (other than pursuant to the Company contract).

If a supplier employee is a family relation to any Bamboo employee or if a supplier has any other relationship with a Bamboo employee that might represent a conflict of interest, the supplier should disclose this fact to Bamboo or ensure that the Bamboo employee does so.

Suppliers must also make Bamboo aware of any Organisational Conflicts of Interest that could prohibit Bamboo from pursuing future work with the same client.

Competition and Anti-Trust

Competition and anti-trust laws prohibit a variety of business practices that restrict free and fair competition, such as bid rigging, price fixing, cover pricing or market sharing. Violations of such laws are very serious and can result in significant fines and other penalties. Individuals can face prison.

We are committed to free and open competition in our markets. We compete fairly and ethically and support laws that promote and protect competition. The decisions we make about pricing, customers, bids and markets are taken by us alone.

We expect that when our suppliers are preparing proposals, bids or undertaking contract negotiations for Bamboo and our clients they are certain that all statements, communications and representations are accurate and truthful. Equally, Bamboo Suppliers who serve us across national borders will understand and comply with all applicable export laws and regulations.

Our suppliers will not share with us information they receive from or about our competitors or their bids, or the bids they are making to our competitors.

You should always report anti-competitive behaviour if you see it or suspect it.

Our suppliers should inspire trust by taking responsibility, acting ethically and encouraging honest and open debate.

Health and Safety

Our vision is zero harm. Our work is never so urgent that we cannot take time to do it safely.

We therefore require Bamboo Suppliers to provide workers a clean, safe and healthy work environment in compliance with all legally mandated standards for workplace health and safety in the countries in which they operate. This includes any residential facilities a Bamboo Supplier provides to its workers.

We require everyone who works for or with us to understand the health and safety risks of their activities and apply good health and safety management systems, training and practices in all they do. They should also take the necessary precautions to protect everyone from workplace injuries and occupational disease.

Environment

We work with the Environmental Agency to continuously assess and reduce our environmental impact.

We aim to prevent environmental damage and minimise our use of energy and resources.

Bamboo Suppliers must comply with all applicable UK and international environmental laws, including the Environmental Protection Act 1990. Suppliers must minimise their carbon footprint, reduce waste, and promote sustainable sourcing. Where applicable, suppliers must provide evidence of compliance with waste disposal and environmental impact reduction measures. Additionally, Bamboo Suppliers must not use materials that are considered harmful to the environment but should encourage the use of processes and materials that support sustainability of the environment throughout their supply chain.

Community Engagement

Being a good corporate citizen is central to the way we do business. Supporting the community brings real benefits to our customers, our shareholders and our people.

We support and contribute to the social and economic wellbeing of the communities we work in. We listen to the concerns of local communities and wherever we can act to mitigate them to the very best of our powers.

We look to our suppliers to hold similar views and expect you to join us in these commitments when we work together.

Quality

Any goods supplied shall be Original, without fault and of the best available design, quality, material and workmanship. Be fit for any purpose as held out by the supplier and representatives, or made known to the supplier and representatives, or for which they are commonly used and shall conform in all respects with any order and specification and/or patterns or samples supplied or advised by the supplier and representatives.

All goods supplied will be Original and contain Original Parts. Under no circumstances are any good supplied to contain anything other than Original, Genuine, OEM Parts, Screens, Batteries etc.

If any goods supplied contain non-Original, non-Genuine, non-OEM Parts, Screens, Batteries etc., Bamboo will return all products ordered for a full refund of stock purchased and any additional costs relating to the goods supplied.

The relevant Bamboo Supplier will then be struck off from Bamboo's Authorised Supplier list.

Any services supplied shall be provided by appropriately qualified and trained personnel, with due care and diligence, to such a high standard of quality as is reasonable for Bamboo to expect in all circumstances and shall conform in all respects with any order.

Financial Integrity

Our policies are clear, no employee will engage in any activity that is designed, or can be reasonably construed, to perpetuate a fraud or evade taxes. We expect our suppliers to meet these same standards.

Fraud is a criminal offence in most countries. Whilst its definition varies across these countries, fraud always involves deception and dishonesty. It's fraud when you deliberately try to deceive someone, act dishonestly or abuse your position to gain any kind of material advantage or use or involve anyone else to do so. Fraud is usually carried out for profit, or to obtain money, property or services unjustly.

Bamboo Suppliers will never knowingly seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so on your or our behalf. This includes:

- defrauding or stealing from Bamboo, a customer or any third party.
- any kind of misappropriation of property.
- any kind of misreporting of time or expenses.
- tax evasion or deliberately or dishonestly taking action to help someone else to evade tax.
- money laundering.

Always act honestly, fairly and openly, carefully checking or inspecting things that you are responsible for.

Confidential Information and Records

Information for us is confidential if it has value to Bamboo and is not publicly available.

You might also obtain confidential information from our employees, customers, partners and others.

Bamboo employees and suppliers have a responsibility to keep confidential information safe and make sure it never gets into the wrong hands.

Bamboo Suppliers must take all due care in handling, discussing or transmitting sensitive or confidential information that could affect Bamboo, its employees, its companies, the business community or the general public. Disclosure of financial information could influence the actions of shareholders and potential investors and possibly violate security law.

Suppliers' responsibility to hold Bamboo's confidential information as confidential is a continuing obligation even after their assignment or contract with Bamboo has ended.

If a Bamboo Supplier believes that they have been given access to Bamboo's confidential information in error, they should immediately notify their contact at Bamboo and refrain from further Connect.

To protect others confidentiality, Bamboo Suppliers should not disclose to anyone at Bamboo information related to any other organisation if the supplier is under a contractual or legal obligation not to share that information.

Personal Information

Bamboo recognises its duty to respect personal information and ensure it is protected and handled responsibly and only used for the purposes for which it is intended.

Bamboo Suppliers must comply with the UK Data Protection Act 2018 and UK GDPR when handling, storing, or sharing personal information. Any data breach involving Bamboo's confidential information must be reported immediately.

Bamboo expects its suppliers to manage personal information in accordance with the following Data Protection Principles.

They will:

- Process personal information fairly and lawfully.
- Obtain personal information only for specified, explicit and legitimate purposes.
- Ensure personal information is adequate, relevant and not excessive.
- Ensure personal information is accurate and, where necessary, kept up to date.
- Not keep personal information for longer than is required.
- Process personal information in accordance with rights of the individual.
- Keep personal information secure.
- Not transfer personal information unless there is adequate protection in place.

Cybersecurity & AI Usage

Bamboo Suppliers must have robust cybersecurity measures in place to protect confidential information. Suppliers must ensure compliance with the UK Network and Information Systems (NIS) Regulations where applicable. AI-driven decision-making tools must align with ethical standards, ensuring no bias or discrimination. Suppliers should not use AI tools to process Bamboo's sensitive data without prior approval.

Communication, Monitoring and Compliance

Bamboo Suppliers should communicate, through its existing ethical operating standards/practices or through this Code that its workers, supervisors and its permitted subcontractors are aware of the requirements detailed in this Supplier Code of Conduct.

Bamboo reserves the right to announced and unannounced inspections of facilities, to ensure compliance with this Code. Bamboo Suppliers must maintain all documents necessary to demonstrate compliance with the Code at each facility.

Bamboo Suppliers must allow representatives from Bamboo and, if requested, Bamboo's customers, full access to facilities, documents, worker records and workers for confidential interviews in compliance with local laws.

Bamboo Suppliers are expected to take necessary corrective actions to promptly remedy any identified non-compliance. Bamboo reserves the right to terminate its business relationship with any Bamboo Supplier who is unwilling or unable to comply with this Code when termination is allowed by local laws.

We encourage Bamboo Suppliers to communicate any steps taken to improve its business practices and to send us suggestions about how Bamboo can best contribute to the implementation of the principles set out in this Supplier Code of Conduct.

If you have questions about our Supplier Code of Conduct, please contact Bamboo at info@bambooconnect.com

Raising Concerns

Bamboo Suppliers who believe that a Company employee or anyone acting on behalf of the Company has engaged in illegal or otherwise improper conduct should report the matter to the Company.

Bamboo Suppliers similarly should report any potential violation of this Code. Reports may be made by contacting us at info@bambooconnect.com

A supplier's relationship with Bamboo will not be affected by an honest report of potential misconduct. If you are aware of any violations of this Code, you must report it.

Document Governance	
Purpose	The Bamboo Supplier Code of Conduct (“The Code”) sets out the ethical, professional, and compliance standards that all suppliers of Bamboo Connect Ltd (“Bamboo”) must meet.
Scope	This Code applies to all Bamboo Suppliers, including their facilities, employees, agents, subcontractors, goods, services, and extended supply chains, across all global operations, requiring compliance with the higher standard where Bamboo’s Code and local law differ.
Relevant Processes	
Responsibilities	
Document Owner	Compliance
Final Approver	General Manager
Adhering Roles	Risk & Internal Audit
Contributors (Optional)	Purchasing
Reviewers (Optional)	

Version Control

Documents progress through defined version stages. Draft versions (e.g. V0.1, V0.2) are for development and not yet approved. Upon formal approval, the document is released as V1.0. Minor updates (e.g., V1.1, V1.2) reflect small changes such as wording or formatting adjustments. Major updates (e.g. V2.0, V3.0) indicate substantial revisions, including content changes or structural modifications.

Version	Date	Author	Changes
V1.0	07/08/2017	Paula Hansson	First Issue
V2.0	25/05/2018	Paula Hansson	Reference to GDPR
V3.0	02/09/2021	Paula Hansson	Review. No changes made
V4.0	23/11/2022	Han Aziz	Allocation of HR Number
V5.0	17/02/2023	Paula Hansson	Review. No changes made
V6.0	25/11/2024	Han Aziz	P8. Addition of Cybersecurity & AI Usage
V7.0	01/04/2025	HR	Amended to Bamboo Connect Ltd
V7.1	22/09/2025	Bobbie Heeks	Format updated and new allocation number assigned
V7.2	07/01/2026	Paula Hansson	Document owner changed

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