



IQGeo Responsible Supplier Code of Conduct

Introduction

IQGeo is committed to responsible business practices and expects the same from its suppliers. This Supplier Code of Conduct (“Code”) sets out the key principles and standards that IQGeo requires its suppliers, contractors, and their supply chains to uphold.

This Code is designed to promote safe and fair working conditions, ethical conduct, and responsible management of social, environmental, and governance issues throughout IQGeo’s supply chain. Compliance with this Code is a condition of doing business with IQGeo Group Ltd and all subsidiaries (“IQGeo”) and forms part of our procurement contracts.

By engaging in business with IQGeo, Suppliers acknowledge and agree to adhere to the principles outlined in this Supplier Code of Conduct

Scope

The term “Supplier” refers to any organisation, including its officers, employees, contractors, subcontractors, and agents, providing goods or services to IQGeo. Suppliers must comply with all applicable laws, regulations, and standards in the countries where they operate, and must take reasonable steps to promote and apply this Code to their own suppliers and subcontractors.

Updates

This Code will be periodically updated and revised to reflect changes in laws and regulations, as well as IQGeo’s policies and standards. The most current version is available online at www.iqgeo.com/investors and, unless stated otherwise, will be effective when posted. We expect Suppliers to keep themselves informed as to any changes to this Responsible Supplier Code and to visit the IQGeo Website regularly to keep themselves up to date. Compliance with this Responsible Supplier Code shall be each Supplier’s responsibility

Key Principles

1. Labour Practices and Standards

IQGeo is committed to the highest labour standards across its supply chain, ensuring fair treatment and dignity for all workers. We expect our Suppliers to uphold these standards, applying internationally recognized labour practices in all locations.

Suppliers must comply with all relevant local and international laws regarding employment, health and safety, and the environment, including but not limited to the UK Modern Slavery Act, SA8000, ILO Fundamental Conventions, and the UN Universal Declaration of Human Rights.

- **Contracted Labour:** Suppliers must not misuse contracts or outsourcing to evade legal obligations regarding labour or social security.

- **Child Labour:** Suppliers must not employ anyone below the minimum legal age for employment. Where no local legislation exists, the minimum age shall be the age for completing compulsory education or not less than 15 years (or 14 years in countries with insufficient educational facilities), whichever is higher. Employees under 18 must not perform hazardous work or work that may jeopardise their health, safety, or development.
- **Forced Labour:** Suppliers must prohibit all forms of forced, bonded, compulsory, or involuntary labour, including slavery and human trafficking. Due diligence must be undertaken to ensure no modern slavery exists in operations or supply chains.
- **Working Hours and Wages:** Suppliers must comply with wage laws, including minimum living wage, overtime, and legally mandated benefits. Employees must be paid promptly and transparently.
- **Freedom of Association:** Suppliers must respect employees' rights to form and join trade unions or other representative bodies, bargain collectively, and engage in peaceful assembly, in accordance with local laws.
- **Discrimination:** Suppliers must provide equal opportunities and must not discriminate on the basis of gender, age, race, ethnicity, religion, disability, sexual orientation, or any other protected characteristic.
- **Fair Treatment:** Suppliers must treat all individuals with respect and dignity, prohibiting harassment, abuse, intimidation, or bullying.
- **Health and Safety:** Suppliers must provide a safe and healthy working environment, comply with relevant standards and laws, and communicate health and safety obligations to all parties under their control.

2. Ethical Principles

At IQGeo, we uphold the highest ethical standards in all our business operations. Our Ethical Principles guide how we conduct business, interact with stakeholders, and make decisions, fostering a culture of integrity, transparency, and accountability

Suppliers must conduct business lawfully and with integrity, complying with all relevant legislation and international standards on fraud, money laundering, competition, and trade.

- **Anti-Corruption and Bribery:** Suppliers must comply with all applicable anti-corruption and bribery laws, including the UK Bribery Act and the US Foreign Corrupt Practices Act. No form of bribery, facilitation payment, or corrupt practice is permitted.
- **Accurate Records:** Suppliers must maintain accurate and transparent financial records.
- **Internal Controls:** Suppliers must establish controls to prevent, detect, and address corruption.
- **Tax Evasion and Fraud Prevention:** Suppliers must take measures to prevent tax evasion and fraud, and comply with applicable laws, including the UK Finance Act 2024.
- **Anti-Money Laundering:** Suppliers must implement procedures to prevent money laundering and comply with applicable Anti-Money Laundering laws.
- **Conflict of Interest:** Suppliers must avoid conflicts of interest and report any potential conflicts to IQGeo. See the Raising Concerns section at the end of this document.

- **Insider Trading:** Suppliers must not trade securities based on material, non-public information.
- **Gifts and Hospitality:** Suppliers must not offer or accept gifts or hospitality to obtain improper advantage or influence.
- **Supply Chain Diversity:** Suppliers must operate open procurement processes, selecting suppliers based on merit and sustainability criteria.
- **Whistleblowing:** Suppliers must operate confidential whistleblowing procedures for reporting non-compliance.

3. Environmental Responsibility

At IQGeo, we are committed to safeguarding the environment for future generations by reducing the environmental impact of our operations and those of our Suppliers. We view business success and environmental responsibility as integral components of our long-term strategy for sustainable growth.

Suppliers must comply with all relevant environmental legislation and international standards (e.g. ISO 14000), and where such legislation is lacking, must adopt reasonable practices to manage environmental impacts.

- **Pollution and Waste:** Suppliers must identify, minimise, monitor, and control hazardous pollutants and waste, and remedy any activity adversely affecting human life or the environment.
- **Resource Use:** Suppliers must minimise use of natural resources and raw materials, including water, fossil fuels, and rare minerals. Suppliers must not provide any products containing conflict minerals to IQGeo.
- **Greenhouse Gas Emissions:** Suppliers must identify, monitor, and minimise GHG emissions and energy consumption, and provide relevant data to IQGeo or appointed third parties (e.g. Ecovadis).
- **Continuous Improvement:** Suppliers are expected to support IQGeo's sustainability goals and participate in improvement initiatives. This may include supporting IQGeo's sustainability insights by providing data on specific environmental impacts, such as greenhouse gas (GHG) emissions, for Supplier products and service. Suppliers may also be asked to provide EcoVadis ratings.

4. Technology, Privacy, and Information Security

Suppliers must respect all intellectual property rights and implement security measures to protect IQGeo's systems and confidential data, complying with all applicable data protection legislation (e.g., UK Data Protection Act 2018, and ISO27001).

Suppliers must implement and maintain appropriate technical and organisational measures to protect IQGeo data against unauthorised or unlawful processing and accidental destruction, damage or loss and to maintain at all times the ongoing confidentiality, integrity, availability and resilience of IQGeo data.

This shall include, but not be limited to the supplier;

- keeping its IT Resources up to date with patches or other updates that improve or enhance security;

- performing regular tests (at least once every three months) of its IT Resources to detect any information security vulnerabilities, including patch management;
- continuous monitoring and logging of IT Resources for signs of potential unauthorised or malicious activity
- procuring, at least once in every twelve-month period, an independent third party with appropriate industry experience and accreditation to perform penetration tests to assess its IT Resources for information security vulnerabilities
- addressing any critical and high-risk vulnerabilities immediately (fixed within 7 days) and other vulnerabilities within a reasonable timeframe;
- where a subcontractor or other third party appointed by the Supplier has access to or processes or handles IQGeo Data (i) conducting an information security risk assessment of any such third party to ensure that it will act in accordance with the information security principles any agreement; and (ii) ensuring that information security obligations that are the same or no less stringent as those imposed on the Supplier under agreement are imposed by contract on the third party; and
- maintaining compliance with and providing the Services in accordance with, security standards such as ISO/IEC27001 or equivalent; and
- any additional requirements that may be needed for the specific arrangement being entered into, including any issues identified in the security due diligence, risk assessment or a data protection impact assessment.

Security Compromise: Suppliers must promptly inform IQGeo of any security or privacy compromise and cooperate to mitigate and remedy impacts. The Supplier shall notify IQGeo without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to IQGeo data and shall provide such information, access and assistance to IQGeo (or its nominated third party) as IQGeo may reasonably require, and within the timescales reasonably specified by IQGeo, for the investigation and resolution of any incident.

Return of Assets: At contract end, suppliers must return all IQGeo assets and data and confirm secure deletion or destruction where directed. On expiry or termination of any agreement the Supplier shall, at the choice of IQGeo, either promptly and securely return data to IQGeo and/or (unless its continued storage by the Supplier is required by law) promptly and securely delete the data and provide evidence of secure deletion.

Compliance and Monitoring

Compliance with this Code will be evaluated by IQGeo through supplier assessments, audits, and other monitoring mechanisms. Non-compliance may result in corrective actions or termination of business relationships. Suppliers are required to sign and acknowledge this Code, and it is embedded in IQGeo's procurement contracts.

IQGeo may engage in monitoring activities to confirm a supplier's compliance to these Standards, including on-site assessments of facilities, use of questionnaires conducted internally or by Third parties (e.g. EcoVadis), review of available information or other measures necessary to review supplier's performance. IQGeo may disqualify any potential supplier or terminate any relationship with a current supplier that has failed to conform to these Standards.



Raising Concerns

Suppliers and third parties are encouraged to raise concerns regarding adherence to this Code via our whistleblowing platform FaceUp <https://faceup.com/c/jl03owdj>. Reports may be made anonymously and will be treated confidentially.

References

This Code is based on internationally recognised standards, including:

- UK Modern Slavery Act 2015
- SA8000
- ILO Fundamental Conventions
- UN Universal Declaration of Human Rights
- ISO 14000
- OECD Due Diligence Guidance
- ISO 27001
- UK Data Protection Act 2018
- UK Bribery Act
- US Foreign Corrupt Practices Act
- UK Finance Act 2024

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