M-RACK

BUILDING CONFIDENCE FROM THE GROUND UP

Supplier Code of Conduct 2026

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Guidelines and Standards for Suppliers

With forword by Global Product & Supply Chain Director, James Galloway.

About the code.

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to M-Rack.

We respect the dignity and diversity of individuals and their fundamental rights. These core principles are reflected in this Supplier Code of Conduct (the Code), which establishes the minimum standards that must be met by any entity that supplies products or services to M-Rack.

WHO MUST COMPLY WITH THIS CODE?

Our Suppliers and their supply chains shall comply with the Code and shall ensure that its workers, suppliers and subcontractors are aware of this Code and comply with it.

SUPPLIERS COMMITMENT

The supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and be able to evidence compliance upon request.
- Any breach of this Code could allow M-Rack to review the relationship with the supplier leading to a supplier remediation plan.

OR

Terminate its relationship with the Supplier with immediate effect should the severity of the breach bring M-Rack into disrepute in any way.

01. Compliance with Laws

1.1

In fulfilling its agreement with M-Rack, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK/ EU/ US/ African laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

1.2

Competing standards shall be addressed as follows:

a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with M-Rack and the provisions of this Code, the Supplier shall meet the most stringent standard.

b) If there is a conflict between the provisions of an agreement with M-Rack and the provisions of this Code, the Supplier shall meet the most stringent standard.

02. Updating this Code

2.1

M-Rack has the right to modify this Code from time to time on giving the Supplier at least 7 days' notice in writing (writing includes email). The supplier must acknowledge receipt of this notice within 7 days.

03. Slavery, Trafficking & Child Labour

The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in operation, including but not limited to the UK Modern Slavery Act 2015 in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and modern slavery. At any time, we may request information from the supplier detailing their approach to due diligence risk assessment, to ensure supply chain transparency through to source and evidence of how the supplier mitigates any indentified modern slavery risks in your supply chain. M-Rack also asks all of its suppliers to complete a Modern Slavery Questionnaire periodically.

3.1

Human rights. The Supplier shall comply with all internationally recognised human rights as a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.

Equal opportunities. M-Rack is an equal opportunities employer and expects the same of its Suppliers, in that they shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

Employers (Suppliers or Labour dispatch agencies) or recruitment agencies shall ensure they have a policy of not requiring workers to pay deposits or recruitment fees. If any such deposits or recruitment fees are found to have been paid by workers, those shall be repaid to the worker without undue delay.

3.2

Freedom of association and collective bargaining. The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

3.3

Working environment. At M-Rack, managing the wellbeing of employees, contractors and supply chain is a fundamental priority. We want to ensure we have healthy and engaged employees and expect our suppliers to take the same approach, to ensure wellbeing is a priority for the whole workforce. The Supplier shall also ensure a safe, healthy, and sanitary working environment and comply with local health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents, injuries and ill health. This should also include provisions for hazard identification, risk assessment, incident reporting and investigation, emergency preparedness and employee training on health and safety practices and wellbeing.

3.4

Wages and remuneration. The Supplier must compensate all workers with wages, including overtime premiums, and benefits that as a minimum meet the higher of:

a) the minimum wage and benefits established by applicable law.

b) collective agreements.

c) industry standards; and

d) an amount sufficient to cover basic living requirements.

04. Data Protection

4.1

M-Rack Information, data, intellectual property, and personal information must at all times be protected and treated as confidential and in accordance with all applicable laws – including the UK Data Protection Act 2018 and the GDPR . This section sets out how we expect suppliers to handle confidential information, personal information and intellectual property, whether or not obtained under a Non-Disclosure Agreement. M-Rack require that all suppliers must implement, monitor, and maintain appropriate information security and data protection controls to protect both personal and business data.

In addition, suppliers may be asked to complete an Information Security Supplier Questionnaire to confirm the controls in place. If the supplier has a data breach, security incident or cyber event which has the capability to impact M-Rack data, systems, reputation or operations, the supplier must notify M-Rack within 72 hours of it being discovered.

4.2

Whilst working with M-Rack, Suppliers may be given access to certain information which we would regard as confidential. This is generally information which is not in the public domain and could include business plans, sales data, marketing or sales strategies, customer lists or pricing information. This type of information is critical to our business and wrongful use could cause M-Rack significant reputational and financial damage. If we provide any confidential information, we expect it to be kept safe, not disclosed to any third party (without our approval) and the distribution list kept within your organisation, only limited to those undertaking work for/with M-Rack, or on a need to know basis.

05. Environmental Responsibility

5.1

The Supplier shall ensure that:

a) its operations comply with all applicable environmental legislation, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;

b) the goods it manufactures (including the inputs and components that it incorporates into its goods, supplied through its own supply chain) comply with all applicable environmental laws and treaties; and

c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

5.2

The Supplier shall have in place a suitable policy and environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:

a) an assessment of the environmental impact of all historical, current and likely future operations;

b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;

c) measures to reduce the use of all raw materials, energy and supplies; and

d) raising awareness and training workers in environmental matters.

06. Bribery & Corruption

6.1

The Supplier shall comply with all applicable laws, statutes, and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

a) bribes, facilitation payments, kickbacks or illegal political contributions.

b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or

c) any other unlawful or improper payments or benefits.

07. Unfair Business Practices

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998) and to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

08. Training

8.1

The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.

8.2

The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such records available to M-Rack on request.

09. Certifying Compliance & Audit

9.1

The Supplier shall provide written confirmation to M-Rack at least once per year that:

a) it has appropriate systems in place to monitor its compliance with this Code; and

b) it is able to comply with this Code for the duration of its relationshipwith M-Rack.

9.2

The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks within 10 days of a written request from M-Rack.

9.3

In addition to the written confirmation at paragraph 9.1, M-Rack may conduct audits and inspections to verify the Supplier's compliance with this Code. Suitable notice will be given of any intended audits and the supplier will ensure access to the appropriate people and the availability of the required information, in order to conduct an audit efficiently and effectively. M-Rack has no obligation to conduct such audits or inspections.

10. Social Media

10.1

Social media is now an integral part of our society. It enables us to convey messages and opinions to a wide audience instantaneously. The messages you as a supplier convey become permanent public statements reflecting upon you the supplier, your business, your clients, and customers. We expect our suppliers to use social media in a responsible, reasonable, and respectful manner and any comments you make to align with the ethical values of M-Rack.

11. Self-monitoring & Whistleblowing

11.1

The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to their main contact at M-Rack.

11.2

The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

11.3

If the breach is in relation to a member of M-Rack, including the main contact, then the matter should be escalated and reported to the appropriate level of the senior management team.

12. Breach, Remediation & Termination

12.1

Where M-Rack becomes aware of a breach of this Code by the Supplier or its workers, M-Rack may either:

(a) reserve the right to temporarily halt data transfer between the supplier should an incident occur.

(b) require the Supplier to produce a remediation plan, specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to M-Rack within 28 days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement the plan within a reasonable time, M-Rack may immediately terminate its business relationship with the Supplier (including any contracts). M-Rack may in its absolute discretion provide the Supplier with support and resources to assist with remediation. M-Rack may also suspend the business relationship with the Supplier while remediation is ongoing or;

(c) terminate its relationship with the Supplier (including any contracts) with immediate effect should the severity of the breach bring M-Rack into disrepute in any way.

12.2

Where M-Rack becomes aware that a Supplier has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, M-Rack may either:

(a) reserve the right to temporarily halt data transfer between the supplier should an incident occur.

(b) require the Supplier to produce a remediation plan, specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to M-Rack within 28 days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement the plan within a reasonable time, M-Rack may immediately terminate its business relationship with the Supplier (including any contracts). M-Rack may in its absolute discretion provide the Supplier with support and resources to assist with remediation. M-Rack may also suspend the business relationship with the Supplier while remediation is ongoing or;

(c) terminate its relationship with the Supplier (including any contracts) with immediate effect should the severity of the breach bring M-Rack into disrepute in any way.



WHO TO REPORT TO:

If you suspect any part of this Code has been breached, you should, as soon as reasonably possible, contact:

Your assigned Buyer within the Procurement Department

support@m-rack.co.uk

If this route is not suitable or acceptable, the complainant may approach M-Rack with an alternative suggestion or contact the charity Protect which provides free, confidential advice to workers who have concerns about wrongdoing in the workplace.

They can be contacted by telephone on 0203 1172 502 or online at protect-advice. org.uk

If the issue is related specifically to concerns of exploitation and modern slavery, please report it to the Modern Slavery Helpline on 08000 121 700 or the police on 101. If there is risk of immediate harm call 999.

As required by M-Rack's Supplier Code of Conduct ..... certifies that:

We are complying with the requirements in the Code as of .....

We have appropriated systems in place to ensure our own and our suppliers' continued compliance with the Code.

If the issue is related specifically to concerns of exploitation and modern slavery, please report it to the Modern Slavery Helpline on 08000 121 700 or the police on 101. If there is risk of immediate harm call 999.

Company Name:

Name:

Position:

Signature:

Date: