

SUPPLIER CODE OF CONDUCT

Introduction

CAR Group Limited ("CAR Group or "the Group") and its related bodies corporate are committed to socially and environmentally responsible procurement and we acknowledge this responsibility extends beyond our own operations and into our supply chains. CAR Group has set high standards for the way we do business, and we ensure that our suppliers and customers have clear expectations of the same.

Purpose and Scope

Our Supplier Code of Conduct ("Code") sets out the minimum standards of behaviour we require of our suppliers. It is based on the Responsible Business Alliance Code of Conduct 8.0 effective 1 January 2024, which is a set of social, environmental and ethical industry standards which has been prepared with reference to international norms and standards including the UN Universal Declaration of Human Rights, UN Guiding Principles and Rights at work, the ILO Declaration on Fundamental Principles and Rights at Work and the ILO Fundamental Conventions, OECD Guidelines for Multinational Enterprises, and relevant ISO and SAI standards.

Suppliers are expected to not only comply with the Code but also to implement an equivalent code in their own supply chains.

CAR Group will provide guidance when requested so that together we can strive for continual improvement in achieving our ethical procurement goals.

Overview

Our Code is made up of 5 sections:

- Labour
- Health and Safety
- Environment
- Business ethics
- Management and governance

Those sections are set out below.

1. Labour

Suppliers shall be committed to uphold human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct employees and any other type of worker.

All suppliers must comply with applicable international and national laws and standards in relation to labour practices and human rights.

1.1 Voluntary Employment

Forced, bonded (including debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons shall not be used. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, deception, abduction or fraud for the purpose of labour or service. There shall be no unreasonable restrictions on workers' freedom of movement including unreasonable restrictions on entering or exiting company-provided facilities.

All work must be voluntary, and employees shall be free to terminate their employment without penalty by providing reasonable notice, which shall be clearly stated in their employment agreement. Documentation must be maintained on all workers who leave the business in accordance with applicable laws regarding the period and scope of document retention.

Employees must not be required to surrender their government issued identification, passports or work permits as a condition of employment. Employers must not retain, destroy, conceal, or confiscate workers' identity or immigration documents, such as government-issued identification, passports, or work permits. Where local law requires such documents to be held, workers must be provided unrestricted access to them.

Where forced labour, human trafficking, or other forms of modern slavery are identified in a supplier's operations or supply chain, the supplier must notify CAR Group promptly and cooperate fully in developing and implementing a remediation plan. Remediation efforts shall prioritise the best interests of affected workers.

1.2 Child Labour & Young Workers

The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Child labour shall not be used at any level of the supply chain.

Young Workers, those under 18 years of age, shall not perform work that is likely to jeopardise their health or safety, including night shifts and overtime. Work shall not interfere with their education or be harmful to their mental, social or moral development.

An appropriate age verification mechanism shall be implemented to verify the age of workers.

Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and ensuring that student workers' rights are protected in accordance with applicable laws and regulations.

Student workers must be provided with appropriate support and training. In the absence of local wage laws, student workers, interns, and apprentices must be paid no less than the wage rate for other entry-level workers performing similar tasks.

If any child labour is identified, the supplier must provide or participate in appropriate assistance and remediation efforts.

1.3 Working Hours

Working hours are not to exceed the maximum set by law. Workers shall not be required to work more than 60 hours per 7-day week, including overtime, except in emergency or unusual situations.

Workers shall be allowed at least one day off every seven days.

1.4 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. All workers shall receive equal pay for equal work and qualification. Deductions from wages as a disciplinary measure shall not be permitted.

Workers shall receive timely and understandable wage statements that enable them to verify the accuracy of their pay.

Use of temporary, dispatched and outsourced labour must comply with local laws.

Other deductions for accommodation, meals, transport, or personal protective equipment should not exceed minimum costs.

Suppliers are encouraged to work toward paying a living wage, defined as remuneration sufficient for a worker and their family to afford a decent standard of living in their location.

1.5 Humane Treatment

There is to be no harsh or inhumane treatment, including any violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming or verbal abuse of workers – nor is there to be the threat of any such treatment.

Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

1.6 Freedom of Association and Collective Bargaining

Workers shall be able to communicate openly with management regarding working conditions and management practices without fear of discrimination, harassment, intimidation, penalty, interference or reprisal.

Suppliers shall recognise and respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly. Suppliers shall also respect the right of workers to refrain from such activities.

Where local laws restrict freedom of association or collective bargaining, suppliers must allow alternative lawful forms of worker representation.

1.7 Labour Hire

As part of the hiring process, all workers must be provided with a written employment agreement in their native language, or in a language the worker can understand, that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement before departing from his or her country of origin, and no changes to employment terms are permitted upon arrival unless required by law and provide equal or better terms.

1.8 Anti-discrimination

Suppliers shall not discriminate against any worker based on their race, colour, age, gender, sexual orientation, gender identity or expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status, in hiring and other employment practices such as wages, promotions, rewards and access to training.

Workers shall be provided with reasonable accommodation for religious practices and disability. In addition, workers or prospective workers should not be subjected to medical tests or physical exams (including pregnancy or virginity tests) that could be used in a discriminatory way.

At a minimum, parental and carers leave should be provided in accordance with national law.

1.9 Equality, Diversity and Community

Suppliers shall promote a culture of enabling a supply chain that includes equality, diversity and actively support programs that look to ensure a diverse worker base.

CAR Group has a genuine commitment to community engagement across a number of sectors including diversity, education and family violence. We seek to engage suppliers that share a passion for creating positive outcomes for local and international communities.

1.10 Migrant and Foreign Workers

Suppliers shall apply the Employer Pays Principle: no recruitment fees, service fees, or related costs associated with securing employment shall be charged to workers at any stage of the recruitment process. This applies to fees charged by the supplier directly, or by any third-party recruitment agent or labour broker acting on the supplier's behalf, including fees charged in workers' home countries prior to departure. Where workers have paid such fees, suppliers must ensure full reimbursement within 90 days of identification.

Suppliers shall conduct due diligence on all third-party labour recruiters and recruitment agencies they engage to verify that those agents do not charge fees to workers. Contracts with labour recruiters must include a prohibition on charging fees to workers, and suppliers must take prompt corrective action if a violation is identified.

Where a migrant worker's employment ends other than for reasons of serious misconduct, suppliers shall bear the reasonable costs of repatriation to the worker's home country. Repatriation costs shall not be deducted from the worker's wages or withheld as a condition of departure.

Migrant workers must be informed of their rights and have access to an effective, confidential grievance mechanism. Information about this mechanism must be provided in the worker's language prior to or upon commencement of employment.

2. Health and Safety

Every worker has the right to work in a safe and healthy work environment. A safe and healthy work environment enhances operational performance, increases morale, and contributes to employee retention.

All suppliers shall make proper provision for the health and safety of their employees, contractors, visitors and those in the community who are reasonably likely to be impacted by their operations. Suppliers must comply with applicable international and national laws and standards in relation to health and safety management.

2.1 Occupational Safety

Suppliers are required to ensure worker exposure to potential health and safety hazards (e.g. chemical, electrical, and other energy sources, biological, fire, vehicles, and physical hazards such as fall hazards, etc.) is identified and assessed, and controlled through elimination, substitution, engineering and administrative controls, preventative maintenance and safe work procedures, personal protective equipment (PPE), and ongoing safety training and educational materials about risks and hazards.

PPE must be appropriate, well-maintained, and provided at no cost.

Gender-responsive protections shall be in place, including accommodations for pregnant or nursing workers.

Procedures and processes are to be in place to ensure the prevention, management, tracking and reporting of occupational injury and illness cases. Such procedures must include provisions to: encourage worker reporting, classify and record injury and illness cases, allow for provision of medical treatment, provide mechanisms for investigation and corrective action to eliminate their causes, and facilitate the return of workers to work.

Workers should be encouraged to raise health and safety concerns and be empowered to refuse to work in unsafe conditions, without fear of retaliation.

2.2 Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimised by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate

fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimising harm to life, the environment and property.

2.3 Welfare

Suppliers shall keep their workplace at a reasonably comfortable temperature, have adequate lighting and be suitably ventilated. Work sites shall be adequately clean and hygienic and have sanitary food, preparation, storage and eating facilities. There shall be clean drinking water, and clean toilet and washing facilities. Where suppliers provide worker accommodation, it must be clean, safe, and offer secure storage, hot water, appropriate lighting and ventilation, emergency exits, and reasonable personal space and privacy. Workers shall have reasonable entry and exit privileges to and from supplier provided accommodation.

2.4 Physically Demanding Work

Suppliers must identify, evaluate and control worker exposure to the hazards of physically demanding tasks including but not limited to manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

2.5 Machine Safety

All production and operational machinery must be assessed for safety hazards. Where there is a risk of injury, physical guards, interlocks, and barriers must be installed and properly maintained to protect workers.

2.6 Communication & Training

Suppliers shall provide workers with appropriate workplace health and safety related information and training, in the language of the worker, or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards, production safety, and correct use of PPE and first aid equipment as reasonably required. Such training shall be provided to all workers prior to the beginning of work and on a regular basis thereafter. Clear safety warning signs, in a language all workers understand, shall be displayed on relevant equipment and hazardous or toxic substances or objects.

3. Environmental

We recognise that sustainable economic development is dependent upon environmental protection. As such we are committed to continual improvement in our performance, efficient use of natural resources and aspire towards zero harm to the environment.

All suppliers must comply with applicable international and national laws and standards in relation to environmental management. Suppliers should consider a lifecycle approach to minimise the environmental impact of its products and services from creation to disposal.

3.1 Environmental Permits and Reporting

All required environmental permits, approvals and registrations are to be obtained, maintained and kept current, and their operation and reporting requirements are to be followed.

3.2 Pollution Prevention and Resource Reduction

Suppliers are to ensure that emissions and discharges of pollutants and generation of waste are minimised or eliminated at the source or by practices such as adding pollution control equipment, modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials or other means. Such practices shall also be used to conserve the use of natural resources including water, fossil fuels, minerals, and virgin forest products.

Suppliers are to actively avoid causing environmental damage and/or negative environmental impact through their operations.

3.3 Hazardous Materials

Chemicals and other materials posing a hazard to humans or the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Suppliers shall regularly review the use of hazardous substances and substitute them with less hazardous alternatives where reasonably practicable.

Hazardous waste data should be tracked and monitored.

3.4 Waste Management

Suppliers shall identify all potential waste streams and ensure processes are in place to manage these in accordance with all applicable regulations.

Wastewater generated from operations, industrial processes and sanitation facilities are to be characterised, monitored, controlled and treated as reasonably required prior to discharge or disposal.

Suppliers shall avoid undue and unnecessary use of material and use recycled materials whenever reasonably appropriate.

Suppliers shall adhere to all applicable laws and regulations and customer requirements regarding prohibition or restriction of specific substances including labelling for recycling and disposal.

Waste data should be tracked and monitored.

3.5 Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterised, monitored, controlled and recorded, before being treated as reasonably required prior to discharge.

Ozone-depleting substances must be effectively managed in line with the Montreal Protocol. Emissions control systems shall be routinely monitored for effectiveness.

3.6 Energy Consumption and Greenhouse Gas Emissions

Suppliers should look for cost effective methods to improve energy efficiency and to minimise their energy consumption and greenhouse gas emissions. Suppliers shall track and document energy use and greenhouse gas emissions (to the extent that is practicable) and are encouraged to publicly report on emissions and reduction targets as applicable.

4. Business Ethics

CAR Group expects the highest standards of ethical conduct in all of its endeavours. Suppliers are expected to be ethical in every aspect of their business, including relationships, practices, sourcing and operations.

4.1 Business Integrity

CAR Group promotes integrity and ethics in all aspects of its activities and does not tolerate any form of bribery, corruption, extortion or embezzlement.

Suppliers must have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes). Suppliers must never knowingly make or approve an illegal payment to anyone under any circumstances.

4.2 No Improper Advantage

Suppliers must not promise, offer, authorise, give or accept bribes or other means of obtaining undue or improper advantage. This includes promising, offering, authorising, giving or accepting anything of value to CAR Group staff or representatives, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

Suppliers shall implement any monitoring, record keeping and enforcement procedures in order to comply with any applicable anti-corruption laws.

4.3 Disclosure of Information

Suppliers shall disclose all information regarding their labour, health and safety, environment practices, business activities, structure, financial situation and performance in accordance with the applicable laws, regulations and prevailing industry practices. Falsification of records or misrepresentations of conditions or practices in the supply chain are unacceptable.

4.4 Conflict of Interest

Suppliers shall make CAR Group aware of any actual or potential conflicts of interest that are reasonably relevant to CAR Group's business. For example, the supplier shall take reasonable steps to notify CAR Group if it knows or reasonably ought to know that one of CAR Group's employees or contractors has a material interest or economic tie to the supplier's organisation. For reference, a material interest could include a minority shareholding in a private company.

4.5 Intellectual Property

Intellectual property rights must be respected, and all transfer and use of technology, information and know-how shall be conducted in a manner which protects intellectual property rights and does not compromise the intellectual property of CAR Group.

4.6 Fair Business, Advertising and Competition

Suppliers shall uphold standards of fair trading (in accordance with the meaning defined by World Fair Trade Organisation), advertising and competition.

4.7 Data Protection and Privacy

Suppliers are committed to protecting the reasonable privacy expectations of personal information obtained from those they do business with, including suppliers, customers, consumers and employees. Suppliers must comply with applicable privacy, data protection and information security laws and regulatory requirements when personal information is collected, stored, used, processed, disclosed, transmitted, or shared.

Suppliers shall not use or disclose any information (including confidential or commercially sensitive information) belonging to CAR Group, its existing and prospective customers, other suppliers, employees and other third parties, except as required by law or authorised in writing by CAR Group.

4.8 Protection of Identity and Non-retaliation

Suppliers shall maintain programs that ensure the confidentiality, anonymity and protection of supplier and employee whistle-blowing. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

4.9 Responsible Sourcing of Material

Suppliers shall exercise due diligence on the source and chain of custody of materials in accordance with a recognised due diligence framework relating to the supply chain of minerals from conflict-affected and high-risk areas, and make their due diligence measures available to CAR Group upon CAR Group's reasonable request. Suppliers that manufacture, or where their main business is trading, products containing tantalum, tin, tungsten, gold and cobalt (known as 'conflict minerals') must have a policy to reasonably assure that they are sourced in a way that does not directly or indirectly contribute to armed conflict, serious human rights abuses, or other harms in conflict-affected or high-risk areas, including the Democratic Republic of the Congo or an adjoining country.

4.10 Compliance

Suppliers must comply with all applicable local laws and regulations in all the countries in which they operate. Where this Code goes further than local standards, suppliers must adhere to the Code in a way that is reasonably appropriate. Suppliers must also comply with applicable modern slavery legislation, including the Australian Modern Slavery Act 2018 where relevant, and shall cooperate with CAR Group's due diligence and reporting obligations under such legislation.

5. Management and Governance

Suppliers shall adopt or establish a management system whose scope is related to the content of this Code if it does not have a reasonably comparable code. The management system shall be designed to ensure compliance with applicable laws, regulations and customer requirements related to the suppliers' operations and products, conformance with this Code, and identification and mitigation of operational risks related to this Code.

The management system should contain the following elements:

5.1 Commitment to Continuous Improvement

Suppliers shall establish a corporate social and environmental responsibility policy affirming the supplier's commitment to compliance and continual improvement.

This policy should be endorsed by executive management and made available to all relevant employees.

5.2 Management Accountability and Responsibility

Suppliers shall clearly identify their representative(s) responsible for ensuring implementation and review of the management systems and associated programs. The identified person shall actively, transparently and collaboratively communicate with CAR Group's representative as reasonably required.

5.3 Legal and Customer Requirements

Where relevant, suppliers shall identify, monitor and understand applicable laws, regulations and customer requirements regarding corporate responsibility. Adequate documentation and records to evidence regulatory compliance and license to operate shall be in place.

5.4 Improvement Objectives

Suppliers shall use reasonable endeavours to develop written performance objectives, targets and implementation plans to improve their social, environmental, and health and safety performance, including a periodic assessment of suppliers' performance in achieving those objectives.

5.5 Risk Assessment and Risk Management

Suppliers shall develop and implement processes to identify the legal compliance, environmental, health and safety, labour practice and ethics risks associated with suppliers' operations.

Suppliers shall determine the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and meet regulatory requirements.

Suppliers shall, where reasonably practicable, map their own supply chains to identify sub-suppliers and assess the risk of labour rights violations, modern slavery, and environmental harm within those supply chains.

5.6 Training and Communication

There shall be programmes for communication with and training of managers and workers where reasonably necessary regarding policies, procedures and improvement objectives designed to meet applicable legal, regulatory and client requirements.

5.7 Worker Feedback and Participation

Suppliers shall establish a process for ongoing two-way communication with workers, their representatives, and other stakeholders, where relevant, to obtain feedback on working conditions and the conditions covered by this Code. Suppliers shall set in place an anonymous and confidential feedback mechanism. Programs shall be in place to ensure the workers are given a safe environment to protect workers from reprisals and retaliation in connection with providing grievances, feedback and whistle blowing made in good faith.

5.8 Documentation and Records

Suppliers shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with reasonably appropriate confidentiality to protect privacy.

5.9 Supplier's Responsibility

As a supplier of CAR Group, the supplier's role begins, but does not end, with understanding the Code. Suppliers shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of this Code, and any contractual requirements related to social and environmental responsibility. Suppliers shall use reasonable endeavours to communicate the Code requirements to its own suppliers and to monitor those suppliers' compliance to the Code where reasonably possible. If any ethical or legal compliance issues are brought to the suppliers' attention, the suppliers shall use best endeavours to address such issues, and where such issues reasonably impact the goods and/or services provided to CAR Group then the supplier will notify CAR Group of such ethical or legal compliance issues.

Supplier Compliance

CAR Group may verify the compliance of all of its direct suppliers with the Code where reasonably necessary. Such verification will be conducted by way of a supplier self-evaluation or, where agreed, an audit by CAR Group (or an external resource designated by CAR Group) who may visit the supplier's facilities with appropriate notice.

Compliance with the principles contained in the Code is a criteria that will be taken into consideration in CAR Group's supplier selection process.

Whenever a situation of non-compliance is identified or a supplier finds it difficult to undertake appropriate measures, this should be reported and shared with the relevant representative of CAR Group. As a preferred course of action, CAR Group commits to work with suppliers to develop and implement a corrective action plan to improve the situation. Should there be instances of repeated non-conformance, CAR Group will regard such conduct as a serious failure to adhere to this Code and reserves its rights accordingly.

Raising Concerns

At CAR Group we believe in fostering a workplace culture of open communication and transparency.

CAR Group's *See Something? Say Something!* policy outlines the avenues through which our team members (past and current), directors, contractors, customers, suppliers or other associates of CAR Group can raise matters, including anonymously. Matters raised under the *See Something? Say Something!* policy will be treated sensitively, and confidentiality will be maintained as much as possible within the constraints of needing to investigate the matter raised.

CAR Group's *See Something? Say Something!* policy is available on our [shareholder website](#).

Document and Version Control

Version	Date
4.0	June 2026