



# MODERN SLAVERY AND HUMAN TRAFFICKING POLICY

## Introduction

### Altrad Group core values

- Slavery, servitude, forced and compulsory labour and human trafficking (as defined below) (Modern Slavery) are crimes and violations of basic human rights: the deprivation of a person's liberty by another in order for personal or commercial gain.
- Altrad Group has a zero-tolerance approach to Modern Slavery, and is committed to
  - acting professionally, ethically and with integrity in all our business dealings and relationships wherever we operate; and,
  - implementing and enforcing effective systems and controls to ensure Modern Slavery is not taking place anywhere in its business or in any of its supply chains.
- Altrad Group is committed to ensuring transparency in its business and in its approach to tackling Modern Slavery throughout its supply chains and expects the same high standards from all of its contractors, suppliers and other business partners.

### Policy aims

This Modern Slavery and Human Trafficking Policy states Altrad Group's stance with respect to Modern Slavery and aims to provide guidance to Altrad Group and its business partners on how to ensure the prevention of Modern Slavery in business and in supply chains.

### Warning

The prevention, detection and reporting of Modern Slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. Therefore, it is vital that all Altrad Group employees and such third parties read, understand and act upon this Policy.

<b>THIS POLICY APPLIES TO YOU</b>	This Policy covers all Altrad Group employees, directors, officers, consultants, contractors, agents, representatives, business partners, sponsors, interns, casual workers, seconded workers and agency workers.
<b>STATUS OF POLICY</b>	This Policy forms part of your contract of employment / terms of engagement and is effective from date of issue. Altrad Group is entitled to amend this Policy at any time without prior notice.

## BREACH OF POLICY

Breach of this Policy could result in disciplinary proceedings and, potentially, dismissal and/or prosecution.

## Breaches of Policy / Criminal Sanctions

- Any employee who breaches this Policy could face disciplinary action, which could result in dismissal for misconduct or gross misconduct. Altrad Group will terminate its relationship with any third party working on its behalf who breach this Policy.
- In most jurisdictions it is a criminal offence for a person to hold another person in Modern Slavery, to be involved in Human Trafficking, or aiding, abetting, counselling or procuring Modern Slavery or Human Trafficking. Sanctions for breach can include for instance court-ordered slavery and trafficking reparation orders, the confiscation of assets, exclusion from tendering for certain public contracts, and/or significant reputational damage.
- Individuals may also be subject to laws on Modern Slavery.
- Altrad Group will always cooperate with the relevant authorities in relation to any substantiated allegations of a breach of the human rights legislation including providing assistance in the prosecution of Altrad Group employees and third parties.

## Definitions

In this Policy:

- **Counterparty** includes actual and potential joint venture partners, acquisition targets, agents, contractors, consultants, intermediaries, customers, professional service providers (including law firms, agents, etc.) and suppliers. A Counterparty does not include a counterparty to a confidentiality agreement.
- **Domestic Forced Labour** is a form of exploitation that happens around the world in private homes. The pay is often very low and may be frequently withheld or given only in food and accommodation. In some cases, employers have been known to withhold passports, limit contact with family or even forbid domestic workers from leaving the private home;
- **Due Diligence** means seeking appropriate and proportionate risk-based evidence to assess the risks involved in dealing with a Counterparty;
- **Employee** means all Altrad Group employees, directors, officers, consultants, contractors, agents, representatives, business partners, sponsors, interns, casual workers, seconded workers and agency workers;
- **Exploitation** can include slavery, servitude, forced labour, removal of organs and the prostitution of others, along with a host of other grave violations of human rights;
- **Human Trafficking** is the arranging or facilitation of the travel of one person by another person with a view to that person being exploited;

- **Servitude** means the coercion of a person to provide services such that the individual is unable to change his/her condition; and,
- **Slavery** means the treatment of one person by another person as though he/she owns such individual.

## Labour standards in Altrad Group and its supply chains

### Welfare and safety of workers paramount

The welfare and safety of our workers is a priority for Altrad Group.

### Due diligence and supplier onboarding procedures

Due Diligence should always be carried out on each of the Altrad Group's suppliers before entering into any contract. Altrad Group takes proactive steps to investigate all potential suppliers, and the markets in which they operate, in order to ascertain the risk of modern slavery and human trafficking in that market, as well as the supplier's reputation and history in that context. Each supplier should be required to complete a supplier questionnaire where appropriate.

Contacts with parties that feature potential supply-chain risk from the perspective of Human Trafficking or Exploitation (which as a minimum include all contracts with employment agents) should include the set of standard clauses attached at Appendix A and Appendix B, which include:

- a general clause requiring the supplier to comply with all applicable laws;
- an obligation on the supplier to comply with the Altrad Group's Modern Slavery and Human Trafficking Policy;
- warranty and indemnity provisions that can be added to the agreement's warranty and indemnity clauses;
- country-specific clauses for use where there is a particular risk of Slavery and Human Trafficking;
- reporting obligations, which include reporting breaches and reporting the steps the supplier has taken to ensure that there is no Slavery or Human Trafficking in its business or supply chains;
- the right to audit the supplier's compliance with the anti-slavery provisions, which can be added to the agreement's audit clause;
- a ban on subcontracting without express approval; and
- a right for Altrad Group to terminate the agreement with immediate effect if the supplier breaches the customer's Modern Slavery and Human Trafficking Policy. This can be added to the agreement's termination clause.

# Whistleblowing

- All employees within Altrad Group must notify the relevant Local Compliance Officer or report using the Whistleblowing Hotline as soon as possible if they believe or suspect that a breach of this Policy has occurred or may occur in the future.
- All employees within Altrad Group are encouraged to raise concerns about any issue or suspicion of Slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

## Contact details

Contact	Email
Local Compliance Officers:	<a href="https://s3-eu-west-1.amazonaws.com/elearn-ganintegrity/Altrad/Altrad+Group+Business+Units.pdf">https://s3-eu-west-1.amazonaws.com/elearn-ganintegrity/Altrad/Altrad+Group+Business+Units.pdf</a>
Group Ethics Officer	<a href="mailto:compliance@altrad.com">compliance@altrad.com</a>
Altrad Group Compliance Portal	<a href="http://altrad.gan-compliance.com">altrad.gan-compliance.com</a>

## Applicability to Altrad Group businesses

Where this Policy refers to ‘Altrad Group’ it means each Business Unit within the Altrad Group. It is the responsibility of each managing director of each Business Unit, each board director of each Business Unit and each Local Compliance Officer to ensure that her/his business complies fully with, or exceeds, the standards set out in this Policy.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this Policy and are given adequate and regular training on it.

## Responsibility for this Policy

The Altrad Group Ethics Committee has overall responsibility for this Policy and for periodically reviewing the content of, and effectiveness of, this Policy.

The Altrad Group Ethics Officer is responsible for the implementation of this Policy using the Altrad Group Compliance Portal and for reviewing the effectiveness of actions taken in response to concerns raised under this Policy.

# Appendix A: MSP long form clause

## Definitions

**“Modern Slavery Policy (“MSP”)”** means the [Client / Company / Customer / Purchaser]’s anti-slavery policy as made available to the [Contractor / Supplier / Seller / Consultant / Subcontractor] as updated by the [Client / Company / Customer / Purchaser] and notified to the [Contractor / Supplier / Seller / Consultant / Subcontractor] from time to time.

## [X] Modern Slavery

[X.1] The [Contractor / Supplier / Seller / Consultant / Subcontractor] undertakes, warrants and represents that:

- (a) neither the [Contractor / Supplier / Seller / Consultant / Subcontractor] nor any of its officers, employees, agents or subcontractors has:
  - (i) committed an offence under any applicable anti-slavery and human trafficking laws, statutes, regulations in force including but not limited to the European directive 2011/36/EU and the law of 5 August 2013 transposing it into French criminal law, or the Modern Slavery Act 2015 (a “MS Offence”); or
  - (ii) been notified that it is subject to an investigation relating to an alleged MS Offence or prosecution under any applicable anti-slavery and human trafficking laws, statutes, regulations in force including but not limited to the European directive 2011/36/EU and the law of 5 August 2013 transposing it into French criminal law, or the Modern Slavery Act 2015; or
  - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MS Offence or prosecution under any applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) it shall comply with any other applicable anti-slavery and human trafficking laws, statutes, regulations from in force including but not limited to the European directive 2011/36/EU and the law of 5 August 2013 transposing it into French criminal law, or the Modern Slavery Act 2015;
- (c) its responses to the [Client / Company / Customer / Purchaser]’s modern slavery due diligence questionnaire are complete and accurate; and
- (d) it shall notify the [Client / Company / Customer / Purchaser] immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of [Contractor / Supplier / Seller / Consultant / Subcontractor]’s obligations under this Clause X. Such notice to set out full details of the circumstances concerning the breach or potential breach of [Contractor / Supplier / Seller / Consultant / Subcontractor]’s obligations.

[X.2] The [Contractor / Supplier / Seller / Consultant / Subcontractor] shall carry out an annual audit to monitor its compliance with the Modern Slavery Policy.

- [X.3] The [Contractor / Supplier / Seller / Consultant / Subcontractor] shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to Clause [X.2], within such timescales as are agreed with the [Client / Company / Customer / Purchaser]. The nature of the remediation action to be taken is at the discretion of the [Contractor / Supplier / Seller / Consultant / Subcontractor], but such action must address the relevant findings of the audit.
- [X.4] At the request of the [Client / Company / Customer / Purchaser] the [Contractor / Supplier / Seller / Consultant / Subcontractor] shall prepare and deliver in such form as the [Client / Company / Customer / Purchaser] reasonably requests an annual slavery report to the [Client / Company / Customer / Purchaser] setting out the steps it has taken to ensure that slavery is not taking place in any of its supply chains or in any part of its business.
- [X.5] Any breach of this Clause [X] by the [Contractor / Supplier / Seller / Consultant / Subcontractor] shall be deemed a material breach of the agreement and shall entitle the [Client / Company / Customer / Purchaser] to terminate the [Contract / Agreement / Subcontract] [in accordance with Clause [●]\*].

\* termination clause

**NB:** ensure contract includes prohibition on subcontracting and assignment without the [Client/Company/Customer/Purchaser]'s prior written consent.

## Appendix B: MSA short form clause

### **Definition**

**“Modern Slavery Policy”** means the [Client / Company / Customer / Purchaser]’s anti-slavery policy as made available to the [Contractor / Supplier / Seller / Consultant / Subcontractor] and as updated by the [Client / Company / Customer / Purchaser] and notified to the [Contractor / Supplier / Seller / Consultant / Subcontractor] from time to time.

[X]

### **Modern Slavery**

The [Contractor / Supplier / Seller / Consultant / Subcontractor] undertakes, warrants and represents that it shall comply with all applicable modern slavery and/or human exploitation legislation and the Modern Slavery Policy and that its responses to the [Client / Company / Customer / Purchaser]’s modern slavery due diligence questionnaire are complete and accurate. It shall notify the [Client / Company / Customer / Purchaser] immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of [Contractor / Supplier / Seller / Consultant / Subcontractor]’s obligations under this Clause. The [Contractor / Supplier / Seller / Consultant / Subcontractor] shall carry out an annual audit to monitor its compliance with the Modern Slavery Policy and if so requested deliver a report in such form as the [Client / Company / Customer / Purchaser] reasonably requests to the [Client / Company / Customer / Purchaser] and cooperate with any audits into its business practices required by the [Client / Company / Customer / Purchaser]. Any breach of this Clause [X] by the [Contractor / Supplier / Seller / Consultant / Subcontractor] shall be deemed a material breach of the agreement and shall entitle the [Client / Company / Customer / Purchaser] to terminate the [Contract / Agreement / Subcontract] [in accordance with Clause [●]\*].

\*termination clause

**NB:** ensure contract includes prohibition on subcontracting and assignment without the [Client / Company / Customer / Purchaser]’s prior written consent.