



CAPITAL

ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY



ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

1. POLICY STATEMENT

- 1.1 Capital Limited (“**Capital**”) is committed to maintaining the highest standards of integrity and accountability in its business affairs and those of its subsidiaries and any companies in which Capital has an interest (collectively “**the Group**”). Capital’s standards are captured in its Code of Business Conduct (the “**Code of Conduct**”). This Anti-Slavery and Human Trafficking Policy (the “**Policy**”) is to be read together with the Code of Conduct.
- 1.2 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person’s liberty by another in order to exploit them for personal or commercial gain. Capital has a zero-tolerance approach to modern slavery and is committed to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in its own business or in any of its supply chains, which are set out in this Policy.
- 1.3 Capital is also committed to ensuring that there is transparency in its own business and in its approach to tackling modern slavery throughout its supply chains, consistent with its disclosure obligations under the Modern Slavery Act 2015. Capital expects the same high standards from all of its contractors, suppliers and other business partners, and as part of its contracting processes, it includes specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, as per Annex 1 to this Policy. Capital expects that its suppliers will hold their own suppliers to the same high standards.

2. PURPOSE, SCOPE AND APPLICATION OF POLICY

- 2.1 The purpose of this Policy is to help all employees, contractors and community members understand the following:
- a. what modern slavery is and the steps to take if or when any form of modern slavery is identified
 - b. how to raise concerns using the correct channels
- 2.2 This Policy applies to all individuals working at all levels in Capital including directors, officers, senior managers, employees, consultants, contractors, part-time and fixed-term workers, casual and agency staff. For the avoidance of doubt, this Policy does not form part of any employee’s contract of employment and, as such, may be amended at any time.
- 2.3 The Sustainability Committee has overall responsibility for ensuring this Policy complies with Capital’s legal and ethical obligations, and that those under its control comply with it. The

Compliance Officer has primary and day-to-day responsibility for implementing this Policy, monitoring its use and effectiveness, dealing with any queries, and auditing internal control systems and procedures to ensure that they are effective in countering modern slavery. You should refer any comments, suggestions and questions about this Policy to them in first instance.

- 2.4 The Compliance Officer must ensure that regular and appropriate training is provided to all managers and other individuals working at Capital who may deal with concerns or investigations under this Policy. Management at all levels are responsible for ensuring those reporting to them understand and comply with this Policy and have been given adequate and regular training on it and the issue of modern slavery in supply chains.

3. WHAT IS MODERN SLAVERY?

3.1 Modern slavery is a serious crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. The four broad categories are as follows – in each case the victim may or may not additionally have been moved (trafficked), either from another country, or within the country, in order to be exploited.

- a. **Labour exploitation** usually involves unacceptably low pay, poor working conditions or excessive wage deductions, but is not solely about this. In order to constitute modern slavery there will also be some form of coercion meaning that victims cannot freely leave for other employment or exercise choice over their own situation. Where the perpetrator is taking advantage of a child or vulnerable person, an offence can be committed without the element of coercion.
- b. **Domestic servitude** typically involves victims working in a private family home where they are ill treated, humiliated, subjected to unbearable conditions or working hours or made to work for little or no pay. Again, it is very difficult for them to leave, for example because of threats, the perpetrator holding their passport, or using a position of power over the victim.
- c. **Sexual exploitation** is where victims are coerced into sex work or sexually abusive situations. This includes child sexual exploitation. In some cases they may know they will be involved in sex work, but are forced into a type or frequency they did not agree to.
- d. **Criminal exploitation** is the exploitation of a person to commit a crime for someone else's gain. For example victims could be coerced into forced acquisitive crime, entering into a sham marriage, financial fraud, begging or drug cultivation.

3.2 In respect of labour exploitation, the following typology should be watched out for:



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- a. Victims are often exploited for labour in multiple ways in isolated rural locations. Victims live on offenders' property in squalid conditions, are subject to repeated abuse and are very rarely paid.
- b. Victims are forced to work directly for offenders in businesses or sites that they own or control. The main method of exploitation is not paying or illegally underpaying victims.
- c. Victims are employed in a legitimate and often low-skilled job, with legal working conditions, by an employer unrelated to the offenders. Most or all wages are taken by offenders often through control of the victims' bank accounts.

3.3 Companies can be implicated in modern slavery both directly and indirectly in a variety of ways: in their own operations, through their global supply chains and through their involvement with business partners. Companies also risk employing exploited workers in the construction, maintenance and servicing of their facilities, particularly in cases where those functions are outsourced to third-party suppliers. Companies can be implicated less directly if their products or services are used by traffickers.

3.4 Human trafficking, slavery and forced labour are punishable as criminal offences in most countries in the world, and companies found to be involved in these offences could face prosecution, administrative actions and civil claims.¹ Allegations of modern slavery could also constitute a serious risk to a business's brand value and reputation.

4. COMMUNICATION

4.1 All officers, employees, consultants and contractors, and directors of Capital are aware of this Policy and to whom it applies. It is available as a hard and soft copy and all individuals must be made aware of it and how it can be accessed.

4.2 Any new employees will receive information on the Policy as part of their induction. A copy of the Policy will be available at Capital's operational sites in languages relevant to that effect. Should any significant changes occur, these will be communicated to all employees.

4.3 Training on this Policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

¹ In the UK, the Modern Slavery Act 2015 criminalises holding another person in slavery or servitude and requiring another person to perform forced or compulsory labour and introduces a single offence of human trafficking. Both offences may be penalised with up to life imprisonment. An offence committed by aiding, abetting, counselling or procuring is punishable with up to 10 years of imprisonment. In Australia, the Criminal Code 1995 criminalises selling, purchasing or forcing another person into slavery and requiring another person to perform forced labour, which is punishable with up to 25 years imprisonment for an individual (and 12 years for a corporation in respect of forced labour). It also criminalises human trafficking, which is punishable with up to 20 years of imprisonment.



- 4.4 Capital's zero-tolerance approach to modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

5. COMPLIANCE WITH THE POLICY

- 5.1 All officers, employees, consultants and contractors, and directors of Capital must ensure that you read, understand and comply with this Policy.
- 5.2 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. You are required to avoid any activity that might lead to, or suggest, a breach of this Policy.
- 5.3 You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

6. REPORTING PROCESS

- 6.1 You must notify your departmental manager or the Compliance Officer as soon as possible if you believe or suspect that a conflict with this Policy has occurred, or may occur in the future.
- 6.2 If you believe or suspect a breach of this Policy has occurred or that it may occur you must notify report it in accordance with our Whistleblowing Policy as soon as possible. You should note that where appropriate, and with the welfare and safety of local workers as a priority, we may give support and guidance to our suppliers to help them address coercive or exploitative work practices in their own business and supply chains.
- 6.3 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your departmental manager or the Compliance Officer.

7. CONFIDENTIALITY

- 7.1 You should be aware that concerns will, as far as possible, be dealt with in confidence. There may be circumstances, however, where it will not be practicable for Capital to pursue or to deal with an alleged wrong doer without the identity of the complainant becoming known.

8. PROTECTION AND SUPPORT

- 12.1 Capital aims to encourage openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken. Capital will not charge, discipline, demote, suspend, threaten or in any manner discriminate against any person who reports in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains.



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- 12.2 If you believe that you have suffered any such treatment, you should inform the Compliance Officer immediately. If the matter is not remedied, and you are an employee, you should raise it formally using Capital's Grievance Policy, which can be found on Capital's Sharepoint in the 'Policies' section.
- 12.3 You must not threaten or retaliate against any person, who reports in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains, in any way. If you are involved in such conduct you may be subject to disciplinary action.

9. ACTING IN GOOD FAITH

- 9.1 Anyone reporting under this Policy must be acting in good faith and have an honest belief that the report is well founded. Any reports based on allegations without basis or that are proven to be intentionally misleading, malicious or for personal will be regarded as a serious offense. In addition, you may be subject to Capital's disciplinary procedure, including dismissal.

10. BREACHES OF THIS POLICY

- 10.1 Any employee who breaches this Policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 10.2 The Group may terminate its relationship with other individuals and organisations working on its behalf if they breach this Policy.

11. PERIODIC REVIEW OF THIS POLICY

The Compliance Officer and Sustainability Committee have overall responsibility for the effective operation of this Policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this Policy. The Compliance Officer will monitor compliance with this Policy on an annual basis and consider suggestions for improvement made.

12. CONTACTS

Compliance Officer: Catherine Apthorpe

Chairperson of the Sustainability Committee: Cassie Boggs

ANNEX 1

A short-form or long-form anti-slavery and human trafficking clause as applicable should be included in any contractual arrangements with any contractors, suppliers and other business partners, for example, any vendor letter.

1. SHORT-FORM ANTI-SLAVERY AND HUMAN TRAFFICKING CLAUSE

Contracts with a low risk of modern slavery or human trafficking occurring in the supply chain (for countries such as the United Kingdom and Australia).

1. Anti-slavery and human trafficking

1.1 In performing its obligations under the agreement, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;*
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;*
- (c) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 1;*
- (d) notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 1.1(a) and clause 1.1(b); and*
- (e) maintain a complete set of records to trace the supply chain of all [Goods] [and] [Services] provided to the Customer in connection with this agreement; and permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel if the Customer reasonably suspects the Supplier of breach of its obligations under this clause 1.*

1.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

1.3 Breach of this clause 1 shall be deemed a material breach under clause [REFER TO TERMINATION FOR MATERIAL BREACH CLAUSE].

2. LONG-FORM ANTI-SLAVERY AND HUMAN TRAFFICKING CLAUSE

Contracts with a medium to high risk of modern slavery or human trafficking occurring in the supply chain (for countries such as Mauritius, Egypt, Côte d'Ivoire, Mauritania, Nigeria, Guinea, Kenya, Tanzania, Burkina Faso, Mozambique, Zambia, Ghana, Mali, Botswana and Namibia).

Definitions

Anti-Slavery Policy: *the Customer's anti-slavery policy [attached at Schedule 1], as amended by notification to the Supplier from time.*

1. Anti-slavery and human trafficking

1.1 In performing its obligations under the agreement, the Supplier shall (and shall procure that its subcontractors shall):

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**Anti-Slavery Laws**) including but not limited to the Modern Slavery Act 2015;
- (b) comply with the Anti-Slavery Policy or establish, maintain and enforce throughout the term of this agreement its own policies to ensure compliance with Anti-Slavery Laws;
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England or Wales;
- (d) include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 1;
- (e) notify the Customer (in writing) as soon as it becomes aware of any breach or suspected breach of clause 1.1(a), clause 1.1(b), clause 1.1(c) or clause 1.1(d); and
- (f) prepare and deliver to the Customer, by [DATE] each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

1.2 The Supplier represents and warrants throughout the term that:

- (a) its responses to the Customer's slavery and human trafficking due diligence questionnaire [IF ONE WAS PROVIDED, SUBJECT TO CLAUSE 10.3 OF ANTI-BRIBERY POLICY] are complete and accurate;
- (b) neither the Supplier nor any of its officers, employees or subcontractor:
 - (i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
 - (ii) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

1.3 The Supplier shall implement due diligence procedures for its subcontractors or any part of its supply chain performing obligations under this agreement to ensure that there is no slavery or human trafficking taking place.

1.4 The Supplier undertakes not to purchase any products that has been sourced from producers or manufacturers using forced labour or child labour in its operations.

1.5 The Supplier shall:

- (a) maintain a complete set of records to trace the supply chain of all [Goods] [and] [Services] provided to the Customer in connection with this agreement;



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(b) if the Customer reasonably suspects the Supplier of breach of clause 1, permit the Customer and its third party representatives to have access to and take copies of any records and any other information at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 1; and

(c) implement annual audits of its compliance with the Anti-slavery Policy and the Anti-Slavery Laws, either directly or through a third party auditor.

1.6 The Supplier shall:

(a) implement a system of training for its employees to ensure compliance with the Anti-Slavery Policy and Anti-Slavery Laws;

(b) keep a record of all training offered and completed by its employees to ensure compliance with the Anti-Slavery Policy and Anti-Slavery Laws and shall make a copy of the record available to the Customer on request.

1.7 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by the Customer as a result of any breach of this clause 1 by the Supplier or any breach of provisions equivalent to this clause 1 in any subcontract by any subcontractor.

1.8 Breach of this clause 1 shall be deemed a material breach under clause [REFER TO TERMINATION FOR MATERIAL BREACH CLAUSE].