

McLaren Racing Limited Third Party Code of Conduct



Third Party Code of Conduct

ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to McLaren. These core principles are reflected in this Third Party Code of Conduct (**Code**), which establishes the minimum standards that must be met by any entity that supplies products or services or works in partnership with McLaren.

DEFINITIONS AND SCOPE

In this Code:

Third Party means a company, sponsor, partner, partnership or individual that provides goods or services to McLaren.

Worker means any individual whom the Third Party employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Third Party's suppliers, vendors, agents, and subcontractors who are involved in McLaren's supply chain.

WHO MUST COMPLY WITH THIS CODE?

The Third Party shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it.

THIRD PARTY'S COMMITMENT

The Third Party agrees that:

- it will comply with the requirements in this Code;
- it has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance; and
- any breach of this Code will allow McLaren to terminate its relationship with the Third Party with immediate effect.



1. Compliance with laws and regulations and priority of standards

- 1.1 In carrying out its agreement(s) with McLaren, the Third Party shall, in addition to complying with the standards set out in this Code, comply with all applicable UK 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 McLaren and the provisions of this Code, the Third Party shall meet the most stringent standard; and
 - (b) if there is a conflict between the provisions of an agreement with McLaren and the provisions of this Code, the Third Party shall meet the standard as set out in this Code.

2. Updating this Code

McLaren has the right to modify this Code from time to time as and when any relevant legal developments arise.

3. Workforce issues

- 3.1 **Slavery, human trafficking and child labour.** The Third Party shall 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 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 or prison labour.
- 3.2 **Human rights.** The Third Party shall comply with all internationally recognised human rights understood, at 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.
- 3.3 **Equal opportunities.** McLaren is an equal opportunities employer and Third Parties 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.



- 3.4 **Working environment.** The Third Party shall provide a safe, healthy, and sanitary working environment and comply with UK 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 and injuries. Where such hazards cannot be adequately prevented or controlled, the Third Party shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 3.5 **Wages and remuneration.** The Third Party must compensate all workers with wages, including overtime payments, and benefits that at a minimum meet the higher of those set by:
- (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.

4. Data protection and information security

- 4.1 The Third Party shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on McLaren's behalf.
- 4.2 The Third Party shall have in place appropriate measures to:
- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by McLaren) held on its systems (which include physical and online or electronic systems); and
 - (b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

5. Environmental responsibility

- 5.1 The Third Party shall ensure that:
- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, GHG emissions, pollution, discharges and the handling of hazardous and toxic materials;
 - (b) it reports its sustainability performance in line with all applicable requirements;
 - (c) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties;



- (d) it will only use packaging materials that comply with all applicable environmental laws and treaties;
- (e) where applicable, it will supply McLaren Racing Limited with relevant data to support McLaren's sustainability metrics and reporting.

5.2 We also encourage the Third Party to:

- (a) acknowledge climate change and its impacts, and work towards reducing GHG emissions to net zero by 2050 in line with climate science;
- (b) regularly measure its key environmental performance indicators, including energy usage, GHG emissions, waste, water, and other indicators as deemed material to the Third Party;
- (c) set ambitious, achievable targets for improving the performance of these indicators; and
- (d) have a clear strategy and action plans to reduce its material environmental impacts linked to these indicators.

6. Bribery and corruption

6.1 The Third Party shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010). To that end, the Third Party 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.

7. Unfair business practices

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

8. Procuring and managing Representatives

8.1 With regard to prospective Representatives, the Third Party shall carry out appropriate due diligence on prospective Representatives that will form part of McLaren's upstream supply chain. At a minimum, the due diligence must include the following:

- (a) investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;



- (b) risk assessments for countries from which materials, components or finished goods are sourced; and
- (c) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

8.2 In its dealings with Representatives, the Third Party shall:

- (a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- (b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- (c) pay its Representatives promptly.

9. Training

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

9.2 The Third Party shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to McLaren on request.

10. Certifying compliance and audit

10.1 At McLaren's request, the Third Party shall provide written confirmation to McLaren 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 relationship with McLaren.

10.2 The Third Party shall provide any additional third-party or self-certifications that are reasonably required to demonstrate compliance with all applicable laws and frameworks promptly upon written request from McLaren.

10.3 In addition to the written confirmation at paragraph 10.1, McLaren may conduct audits and inspections (to include physical access for inspection of premises or books) to verify the Third Party's compliance with this Code. McLaren has no obligation to conduct such audits or inspections.



11. Self-monitoring and reporting breaches

- 11.1 The Third Party shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to McLaren Racing Limited, McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH.
- 11.2 The Third Party 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.

12. Breach, remediation and termination

- 12.1 Where McLaren becomes aware of a breach of this Code by the Third Party or its workers, McLaren may, at its sole discretion, either:
 - (a) immediately terminate its business relationship with the Third Party (including any contracts); or
 - (b) require the Third Party to produce a remediation plan specifying the actions that the Third Party will take that will lead to compliance with the Code, and present it to McLaren within ten working days of being requested to do so. If the Third Party fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, McLaren may immediately terminate its business relationship with the Third Party (including any contracts).
- 12.2 Where McLaren becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, McLaren may either:
 - (a) terminate its business relationship with the Third Party (including any contracts); or
 - (b) require the Third Party to remedy that incident (or incidents) with that Representative. If the Third Party is not able to remedy such incident with that Representative within a reasonable time, McLaren may immediately terminate its business relationship with the Third Party (including any contracts).