

GROUNDSCOPE - COMPLIANCE REQUIREMENTS

1. INTRODUCTION

- 1.1 This document forms part of the Agreement between GroundScope (we, our, us) and the Service Partner (you, your). Defined (capitalised) terms used in this document shall have the meanings given in the Service Partner Terms and Conditions, unless the context otherwise requires.
- 1.2 This document sets out the minimum compliance requirements applicable to the Service Partner's relationship with GroundScope and performance of the Services.
- 1.3 This document was last updated on 10th June 2024.

2. COMPLIANCE WITH LAW

- 2.1 The Service Partner shall perform the Services in a manner that complies with all laws, regulations, byelaws, legal decrees, industry codes and any other binding policy, order or rule to which the Service Partner is subject or applicable in any jurisdiction in which the Service Partner operates (**Applicable Laws**). The Service Partner's obligations include identifying and procuring any required permits, certificates, approvals and inspections.
- 2.2 The Service Partner agrees to notify GroundScope of any material changes in any Applicable Laws affecting its business and performance of the Services and shall implement any changes reasonably necessary as a result of such changes at no extra cost to GroundScope.
- 2.3 The Service Partner shall be solely responsible for any fines and penalties imposed on it and/or GroundScope arising from any non-compliance by the Service Partner, its Drivers, personnel, subcontractors, or agents with any Applicable Laws.

3. ANTI-BRIBERY

- 3.1 For the purposes of this paragraph, (i) "Bribery Laws" means the Bribery Act 2010 and associated guidance published and any similar or equivalent laws in any other relevant jurisdiction; and (ii) the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 3.2 The Service Partner shall comply with the Bribery Laws in connection with the performance of the Services and the Agreement, ensure that it has in place adequate policies and procedures to prevent any breach of this paragraph 3 and, in particular, ensure that:
 - 3.2.1 all of its Drivers, personnel, subcontractors and/or other members of its supply chain; and
 - 3.2.2 each person employed by or acting for or on behalf of any of those parties referred to above and/or involved in performing the Services or with this Agreement, comply with these requirements and the Service Partner's policies and procedures.
- 3.3 The Service Partner shall not in connection with the performance of the Services and/or this Agreement make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

4. MODERN SLAVERY

- 4.1 The Service Partner undertakes that neither it nor any of its Drivers, personnel, subcontractors or any other member of its supply chain has:
 - 4.1.1 committed an offence under the Modern Slavery Act 2015 or any equivalent legislation in another jurisdiction (an MSA Offence); or
 - 4.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015 or any equivalent legislation in another jurisdiction.

4.2 The Service Partner shall comply with the Modern Slavery Act 2015 or any equivalent legislation in another jurisdiction and shall comply with all applicable labour, employment and human rights laws, including local requirements on minimum wages, benefits, overtime, work hours, and working conditions.

4.3 The Service Partner shall not, and shall procure that its subcontractors and agents do not, use any forced, compulsory or underage labour (except as part of a legally approved training or apprenticeship program).

5. ENVIRONMENTAL LAWS

5.1 The Service Partner agrees that:

- 5.1.1 it shall perform the Services and the Agreement so as to meet or exceed applicable environmental laws;
- 5.1.2 it is committed to minimizing the impact of its operations on the environment; and
- 5.1.3 it shall evaluate and monitor the impact of its business activities on the environment, with a view to (i) minimizing waste and emissions; (ii) recycling materials at every stage of the product life cycle; (iii) storing hazardous and/or combustible materials in a safe and legal manner; and (iv) reducing environmental impact through design and innovation.