



Turntide Transport Anti-Slavery Statement

The Board of Directors (the "**Board**") of Turntide Transport Ltd ("**Turntide**") has adopted this Modern Slavery Statement ("**MSA**").

It applies in respect of Turntide Drives Ltd, Hyperdrive Innovation Ltd, Avid Technology Ltd and any other group companies of Turntide Transport Ltd.

1. Introduction

It is Turntide's priority to ensure that we trade ethically, source responsibly and work to prevent modern slavery and human trafficking throughout our organisation and in our supply chain. We are committed to improving our practices to combat slavery and human trafficking in our business and supply chain.

This statement is a summary of Turntide's policy and key actions taken by Turntide to company modern slavery and trafficking within our supply chain and intended steps for the next year.

Turntide's goal is to uphold fair, safe and dignified working conditions for every worker in our valued supply chain.

2. Organisational Structure

Turntide is a manufacturer of engineering component products which reduce and minimise carbon emissions from vehicles. Turntide Transport Ltd focuses on the Transport sector and is part of the Turntide global group of companies. Our ultimate parent company is Turntide Technologies Inc. which is based in Sunnyvale, California.

3. Our Policy

Our Anti-Slavery Policy reflects our commitment to act ethically and with integrity in all our business relationships. We will implement and maintain effective systems and controls to ensure slavery and human trafficking is not taking place within our supply chains. We review and update the Turntide Supplier Ethical Code of Conduct which defines practices to responsibly source raw materials and components.

4. Due Diligence Processes

As part of our initiative to identify and mitigate the risk of modern slavery, we ensure that all key suppliers have ISO9001 accreditation.

We have systems in place to:-

- Identify and assess potential risk areas in our supply chains.



- Mitigate the risk of slavery and human trafficking occurring in our supply chains.
- Monitor potential risk areas in our supply chains.
- Protect whistleblowers.

5. Supplier Adherence to Turntide's Values and Ethics

Turntide has zero tolerance to slavery and human trafficking and will always take swift and effective action if ever found in our supply chain.

To ensure all those in our supply chain comply with our values, we require our suppliers to sign a written commitment to our Turntide Supplier Ethical Code of Conduct and that this written commitment is also passed down by our suppliers to their subcontractors.

We will audit and scrutinise our key suppliers by visual inspections on a regular basis. We will require them to take any remedial measures that are identified from such audits in the following year.

We have a dedicated compliance team which consists of representatives from the following departments to ensure this takes place:

- Supply Chain and Procurement
- Quality Assurance
- Project Management
- Sales
- Legal
- Human Resources

Turntide has implemented and operates a Base Code of Ethics at Appendix 1 which is derived from the United Nations International Labour Organisation. We require that all our supply chain commit to adhering to these principles which are included in the Turntide Supplier Ethical Code of Conduct.

Turntide will not accept any child labour below the age of fifteen (15) years of age even if it is legal in the country in which the working conditions is based.

6. Staff Training

To ensure a high level of understanding of the risks of modern slavery and human trafficking in our supply chains and our business, we provide training to our staff. We also require our suppliers to provide training to their staff and contractors.

7. Turntide's Key Performance Indicators for combating slavery and human trafficking

We use the following key performance indicators (KPIs) to measure how effective we have been to ensure that slavery and human trafficking is not taking place in any part of our business or supply chains:



We will measure how many suppliers within our supply chain are compliant with the requirements of the Turntide Supplier Ethical Code of Conduct. When doing this, we will require our suppliers to provide confirmation of their written commitment and adherence to our Turntide Supplier Ethical Code of Conduct including the Base Code of Ethics (Appendix 1) as well as other requirements such as Turntide's environmental standards and non-use of conflict materials.

We will require our suppliers to provide information and copies of their own policy documents demonstrating adherence to the Turntide Supplier Ethical Code of Conduct including the Base Code of Ethics (Appendix 1). We require written confirmation that this commitment is passed down by the supplier to any subcontractors.

If any supplier commits a serious breach of our Turntide Supplier Ethical Code of Conduct, then we will aim to discontinue such relationship and transition away from using such supplier. Depending on the breach, this may be immediate.

If any supplier is rated as "requiring improvement" following Turntide's assessment and the non-compliance matters are considered minor breaches, we will commit to working with the supplier within an agreed defined timeline to improve their rating to "acceptable".

Ultimately, if adherence to the Turntide Supplier Ethical Code of Conduct and in particular the Base Code of Ethics (Appendix 1) is not achieved within the necessary timeline, then Turntide will consider discontinuing the supply relationship.

8. Further Steps

In the next year, we will issue to all suppliers a new Turntide Supplier Ethical Code of Conduct and assess suppliers against its requirements. This will replace existing assessment tools and measurements currently in place and will require compliance with the Turntide Supplier Ethical Code of Conduct.

If there are any non-compliant assessments returned by suppliers during this year, then Turntide will determine if further analysis is required including (amongst other outcomes), discontinue the supply relationship and/or undertake inspections or audits of the supplier's premises and factories.

We shall implement this methodology across our supply chain, focussing on key suppliers in the first instance.

Board Approval

This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes Turntide's anti-slavery and human trafficking statement for the financial year ending 31 December 2022. It was approved by the Board on 20 April 2023.

Appendix 1 – Base Code of Ethics

Where a supplier undertakes to supply products to Turntide, the supplier shall ensure that the manufacturing, storage and distribution of the products takes place in factories or work places either owned by the supplier or by its sub-contractor (where consent to sub-contract has been given):-

(a) that apply ethical treatment in relation to their workers as approved by Turntide's reasonable standards;

(b) where the workers are paid not less than the statutory minimum for the country in which they are employed or industry standard benchmarks, (whichever are higher), all workers are provided with both a) written and understandable information about their employment conditions in respect of wages before they enter employment and b) the particulars of their wages for the relevant pay period each time they are paid;

(c) no deductions from pay are made which are not permitted by national legislation without the express consent of the relevant worker;

(d) where working conditions are safe and hygienic according to health and safety legislation within the country of origin and workers shall receive regular and recorded health and safety training which shall be repeated for new or reassigned workers (the responsibility for health and safety having been assigned to a senior management representative);

(e) child labour shall conform to the strict provisions of the International Labour Office of the United Nations as amended from time to time (and never use child labour of any person below 15 years of age);

(f) where there is access to clean toilet facilities, drinkable water and clean facilities for food storage and where accommodation is provided, this meets the basic needs of the workers;

(g) where no worker employed is under the statutory minimum working age in the country in which the factory or workplace is based time and never under 15 years of age;

(h) where no worker works more than 12 hours a day and 48 hours per week and shall be provided with at least one day off for every 7-day period on average;

(i) overtime is voluntary, not demanded on a regular basis and shall be paid at a premium rate;

(j) where no worker is forced to lodge or 'deposit' their identity papers, passport or other formal documents required for work and are free to leave employment with reasonable notice being given by the worker;



(k) where no discrimination is practised in any way including race, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation;

(l) where the workers' presence in the workplace is voluntary and not as the result of any direct or indirect coercion including force, bonded or prison labour;

(m) where no harsh or inhumane treatment is allowed including mental cruelty, physical punishment, verbal abuse, sexual harassment or any other form of intimidation;

(n) where the workers' rights to freedom of association and collective bargaining are respected and there is no prohibition on joining a union which is not under the control of the management of the Supplier;

(o) where worker's representatives are not discriminated against and have access to carry out their representative functions in the workplace;

(p) where the right to freedom of association and collective bargaining is restricted under law, the Supplier facilitates (and does not hinder) the development of parallel means for independent and free association and bargaining; and

(q) that comply with all applicable employment standards, regulations or other legal or statutory requirements for the country in which they are employed including (but not limited to) requirements relating to pay, working conditions, health, fire and safety regulations.

The supplier shall ensure that all obligations under applicable national and local legislation are adhered to relating to the payment of taxes arising from the regular employment relationship and the Supplier shall not avoid such obligations through the use of labour-only contracting, sub-contracting, or home-working arrangement, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment. Such obligations will also not be avoided through the excessive use of fixed-term contracts of employment.

The supplier will at any time immediately notify Turntide of the place and country of origin of all factories or workplaces used to manufacture, store or distribute the products and will not, without the prior written consent of Turntide, use any other factory or workplace until such prior written consent is obtained from Turntide.