



**LUXFER**

**LUXFER  
THIRD PARTY CODE OF CONDUCT**

Version 1.0  
Effective Date: November 16, 2020

## **1.0**      **PURPOSE**

Luxfer Holdings PLC, including its subsidiaries and affiliates (collectively, “Luxfer” or the “Company”), believes that honest and transparent business conduct is vital to our reputation and success as a company. Luxfer’s reputation for integrity is based not only on our own conduct but also on the actions of those with whom we do business. For that reason, we endeavor to work only with third parties who share our values and demonstrate the same ethical standards. This Third Party Code of Conduct (“Code”) formalizes Luxfer’s practices and expectations regarding the ethical conduct we expect from our suppliers, distributors, agents, customers, and all other third parties with whom we work (“Third Party Representatives”).

This Code is consistent with Luxfer’s Code of Ethics and Business Conduct, which is available on our website, and sections of this Code are modeled on, or contain language from, the Universal Declaration of Human Rights and the standards of the International Labour Organization.

All Third Party Representatives are responsible for ensuring that their employees, contractors, and suppliers are familiar, and comply, with this Code. Luxfer strongly encourages our Third Party Representatives to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations. To the extent that there is no corresponding local legal requirement, or if a local legal requirement is not as strict as the requirement set forth in this Code, Luxfer’s Third Party Representatives are expected to comply with the more stringent requirements of this Code.

## **2.0**      **LEGAL COMPLIANCE**

Third Party Representatives are required to comply with all applicable laws, regulations, and rules in the countries in which the Third Party Representative is located or does business, including relevant international laws and regulations, such as those related to business integrity, human rights, health and safety, and the environment.

## **3.0**      **BUSINESS INTEGRITY**

Third Party Representatives shall maintain the highest standards of integrity in all interactions with and on behalf of Luxfer. Luxfer seeks to give fair and equal consideration to all potential and existing Third Party Representatives and to base our decisions on objective criteria, such as quality, price, service capability, reliability, and integrity. We expect our Third Party Representatives to demonstrate the same high ethical standards and to conduct all business transactions with integrity and fairness.

**(A) *Anti-Corruption and Anti-Bribery.*** All business must be conducted free from any and all forms of corruption or bribery, including facilitation payments and fraud. Luxfer’s Code of Ethics and Business Conduct and Anti-Corruption Policy strictly prohibit Third Party Representatives and Luxfer employees from giving or offering anything of value in exchange for preferential treatment or any other business advantage. Luxfer has a strict zero-tolerance policy for corruption, and Luxfer expects its Third Party Representatives to comply with Luxfer’s Anti-Corruption Policy, as well as with all applicable anti-corruption laws, including the U.K. Bribery Act and the U.S. Foreign Corrupt Practices Act. Any gifts, entertainment, and hospitality provided by a Third Party Representative to Luxfer must be entirely for business purposes and reasonable in nature, value, and frequency. Any such gifts or hospitality must not be intended to influence decisions about future business in any way. Additionally, Company policy requires

advance written approval from Luxfer's Legal Department before any funds may be provided to or spent on behalf of Luxfer, excluding funds provided to or spent entirely in the ordinary course of business.

- (B) **Financial Crime.** Third Party Representatives are expected to implement sufficiently robust risk management procedures and internal controls to detect, prevent, deter, and respond to all forms of financial crime, including tax evasion, money laundering, fraud, and the financing of terrorism.
- (C) **Competition and Anti-Trust.** Luxfer requires that all Third Party Representatives conduct their business in full compliance with applicable competition and anti-trust laws and regulations. Third Party Representatives must avoid agreements and practices that have a restrictive effect on competition, such as price fixing, market allocation, or abuse of a dominant position. Accordingly, with respect to any business with Luxfer, Third Party Representatives shall not (i) enter into any agreement, understanding, or plan (written or oral) with any of its competitors with regard to price, terms and conditions of sale, production, distribution, territories, or customers or (ii) exchange or discuss with any of its competitors pricing, marketing plans, manufacturing costs, or other competitively sensitive information.
- (D) **Export Controls and Trade Compliance.** Third Party Representatives are required to comply with all applicable trade regulations, export and import controls, restrictions, sanctions, and import-export embargos, including laws, regulations, and rules relating to illegal boycotts.
- (E) **Data Privacy.** Third Party Representatives must comply with all relevant data protection laws, including, where applicable, the EU General Data Protection Regulation 2016/679 and the U.K. Data Protection Act 2018. Third Party Representatives must respect the privacy of Luxfer employees, customers, suppliers, and other third parties, and must take all reasonable and appropriate steps to safeguard personal information provided pursuant to such business relationship with Luxfer. Luxfer requires Third Party Representatives to collect, process, use, store, and retain personal information obtained from Luxfer, or about Luxfer employees, customers, suppliers, or other third parties, only as necessary and in compliance with all applicable data privacy and data protection laws. In the event that a Third Party Representative collects, processes, uses, stores, or retains personal information at Luxfer's request or on Luxfer's behalf, such Third Party Representative will be required to agree to certain contractual obligations with Luxfer to ensure that it complies with Luxfer's standards regarding the protection of such personal information.
- (F) **Confidential Information.** Third Party Representatives must respect and safeguard Luxfer's intellectual property, trade secrets, know-how, and other confidential and proprietary information. Any such confidential or proprietary information may not be used or disclosed, except in accordance with terms of a written agreement with Luxfer or with Luxfer's prior written consent. All confidential information belonging to third parties must be obtained and used legitimately and in compliance with all applicable laws, regulations, and contractual obligations.
- (G) **Conflicts of Interest.** Third Party Representatives shall act fairly, objectively, and avoid all conflicts of interest when doing business with Luxfer. This includes even the appearance of any potential conflict of interest. Third Party Representatives are expected to report any

potential, perceived, or actual conflict of interest that may arise in the course of business with Luxfer.

- (H) **Insider Trading.** Third Party Representatives shall not use insider information relating to Luxfer for material gain or otherwise disclose insider information to unauthorized persons. Third Party Representatives must not use confidential or insider information when trading in Luxfer shares.
- (I) **Record Keeping.** Third Party Representatives shall ensure that all business dealings are transparent, as well as accurately and completely recorded. These records must be completed and retained in accordance with all applicable laws. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable and grounds for termination of the business relationship with Luxfer.

#### **4.0 HUMAN RIGHTS AND LABOR PRACTICES**

Luxfer respects the human rights of all individuals and expects the same from its Third Party Representatives. This Code embraces the key principles of the International Labour Organization's ("ILO") eight fundamental conventions. In accordance with the ILO fundamental conventions, and as set forth more fully below, Third Party Representatives shall commit to uphold the human rights of workers and treat workers with dignity and respect. This commitment applies to all workers, including temporary, migrant, student, contract, direct employees, or any other worker.

- (A) **Fair and Humane Treatment.** Third Party Representatives are expected to treat their workers fairly and with respect and dignity. No worker is to be subject to any physical, sexual, psychological, or verbal harassment or abuse; nor is there to be a threat of any such treatment. All terms of employment – including hiring, payment, benefits, training, promotion, termination, and retirement – should be based on objective criteria, including an individual's performance, qualifications, and ability to do the job. There must be no unlawful discrimination in employment based on age, race, color, creed, gender (including gender identity, gender expression, and gender reassignment), religion (including all aspects of religious belief, observance, or practice, such as religious dress or grooming practices), marital status, civil partnership status, pregnancy or maternity, national origin or ancestry, physical or mental disability, medical condition, genetic information, sex, sexual orientation, military or veteran status, or any characteristic protected by law. Workers shall be provided with reasonable accommodation for religious practices, and workers should not be subjected to medical tests or physical exams that could be used in a discriminatory manner.
- (B) **Forced Labor and Human Trafficking.** All work shall be performed on a voluntary basis, and workers shall be free to terminate their work upon reasonable notice. Third Party Representatives shall not use, or benefit from, any form of involuntary or forced labor, including indentured, bonded, slave, or prison labor. Third Party Representatives shall not use, condone, nor participate in any form of slavery or human trafficking. Recruiting, hiring, transporting, or obtaining persons by means of threat, force, coercion, fraud, or other means for the purpose of exploitation is prohibited. Unless required by law, workers' original identification documents, travel documents, or any other personal documents or valuables shall not be surrendered upon hiring, during employment, or

during the recruiting process. Workers shall not be required to pay the Third Party Representatives' or agents' recruitment fees or other fees or deposits in order to gain employment.

- (C) **Child Labor.** Third Party Representatives must comply with local laws regarding the minimum age of workers. In addition, Third Party Representatives must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, working conditions, and the handling of certain materials.
- (D) **Wages and Benefits.** Third Party Representatives shall commit to implementing fair policies regarding employment and compensation in compliance with applicable laws, regulations, and rules. Third Party Representatives must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at a rate equal to their regular hourly pay. Deductions from wages as a disciplinary measure shall not be permitted.
- (E) **Working Hours.** Third Party Representatives must ensure that on a regularly scheduled basis, except in emergency or extraordinary business circumstances, workers are not required to work more than (i) sixty (60) hours per week, including overtime or (ii) the limits on regular and overtime hours required by the law in the jurisdiction in which the Third Party Representative operates. Furthermore, except in emergency or extraordinary business circumstances, all workers shall be entitled to at least one (1) day off in every seven (7) day period.
- (F) **Freedom of Association.** Third Party Representatives should respect any rights of workers to exercise lawful rights of free association, including joining or refraining from joining any worker association, in accordance with applicable law. Third Party Representatives should also respect any legal right of workers to bargain collectively.
- (G) **Grievances.** Third Party Representatives shall provide a mechanism for individuals to raise concerns about actual or potential violations of law or the principles set forth in this Code. If raised, such concerns must be addressed in a fair and transparent manner. Third Party Representatives are expected to protect confidentiality and prohibit retaliation against those who raise any concerns.

## **5.0 HEALTH AND SAFETY**

The health and safety of every individual who may be affected by a Third Party Representative's operations, including its employees, is paramount. Third Party Representatives must act positively to prevent injury, ill health, damage, and loss arising from its operations, and shall comply with all applicable laws, regulations, and rules relating to health and safety. Third Party Representatives must provide workers with a clean, safe, and healthy work environment in compliance with all legally mandated standards for workplace health and safety in the jurisdictions in which they operate. This includes any residential facilities a Third Party Representative provides to its workers. In addition, any Third Party Representative providing on-site services at a Luxfer facility is required to adhere to Luxfer's occupational

health and safety standards.

## **6.0 ENVIRONMENT**

Third Party Representatives shall ensure that their business operations – including the sourcing, manufacture, and distribution of products, as well as the supply of services – are conducted with the aim to protect and preserve the environment. At a minimum, Third Party Representatives must comply with all environmental laws applicable to its operations, the products produced, and the methods of manufacture. However, Third Party Representatives are expected to strive for continual improvements in their operations, including in relation to natural resource consumption, material sourcing, energy and water usage, waste generation, and emissions. Luxfer expects its Third Party Representatives to strictly comply with the environmental policy they publicly represent, or, if no public policy is in place, Luxfer’s Environmental, Health and Safety Policy.

## **7.0 CONFLICT-FREE MINERAL SOURCING**

Third Party Representatives are expected to adopt policies and management systems consistent with the Dodd-Frank Wall Street Reform and Consumer Protection Act in order to supply materials, products, and components that are conflict free and, in turn, require their suppliers to adopt similar policies and systems. Luxfer expects that Third Party Representatives will take all commercially reasonable measures to supply materials from conflict-free mines. Third Party Representatives should actively trace sources of minerals commonly used, including, but not limited to, gold (AU), tantalum (Ta), tungsten (W), tin (SN), cobalt (Co), and copper (Cu), to ensure materials supplied do not contain conflict minerals. Luxfer reserves the right to request declarations from our Third Party Representatives, verifying that materials supplied to us are from conflict-free sources and listing the mineral sources for traceability (including supplier, mine name, and location). Please note that conflict minerals are those sourced from mines in conflict areas controlled by either non-government military groups or unlawful military factions, including, but not limited to, those located in the Democratic Republic of Congo (DRC).

## **8.0 PRODUCT AND SERVICE QUALITY**

Luxfer is committed to (i) providing customers with authentic products procured through authorized sources of supply and (ii) detecting and preventing the presence of counterfeit products in the supply chain. Luxfer expects its Third Party Representatives to develop and implement appropriate policies and processes to help ensure supply chain integrity and to prevent and control the delivery of counterfeit products or components, consistent with applicable law and industry standards. Third Party Representatives shall supply products and services that are of the requisite quality and which meet all applicable safety standards.

## **9.0 COMPLIANCE**

Third Party Representatives are responsible for ensuring their employees, agents, and subcontractors working on Luxfer business understand and comply with this Code. Third Party Representatives shall adopt or establish a management system designed to (i) ensure compliance with this Code and applicable laws and regulations, (ii) identify and mitigate operational risks, and (iii) facilitate continuous improvement in the areas identified in this Code. Luxfer reserves the right to take affirmative measures, such as audits and inspections of production facilities, to ensure compliance with this Code. Third Party

Representatives must maintain all documents necessary to demonstrate compliance with this Code. Third Party Representatives are expected to take necessary corrective actions to promptly remedy any identified noncompliance. Failure to adhere to this Code or any applicable law may lead to consequences, including termination of the Third Party Representative’s business relationship with Luxfer.

**10.0 VIOLATIONS**

Third Party Representatives shall report known violations of this Code to Luxfer. To report violations of this Code by Third Party Representatives, its employees, agents, subcontractors, or any representative doing business on behalf of Luxfer, please contact Luxfer’s Legal Department at [legal@luxfer.com](mailto:legal@luxfer.com). You may also report any serious violations anonymously via Luxfer’s whistleblowing hotline at +1-866-901-3295 in the U.S., 0800-915-1571 in the U.K., or online at [www.safecall.co.uk/report](http://www.safecall.co.uk/report).

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<b>STANDARD CONTACT</b>	Megan Glise, General Counsel