

## **Anti-Slavery and Human Trafficking Terms**

### **1. Application**

1.1 These Anti-Slavery and Human Trafficking Terms are incorporated into each of:

- (a) the terms and conditions of purchase for goods located at [Suppliers - Arcadium Lithium](#) (T&Cs for Goods); and
- (b) the terms and conditions of purchase for services at located at [Suppliers - Arcadium Lithium](#) (T&Cs for Services).

### **2. Definitions**

2.1 Unless otherwise defined in these Anti-Slavery and Human Trafficking Terms:

- (a) where the T&Cs for Goods apply, any definitions used in the T&Cs for Goods shall also apply to these Anti-Slavery and Human Trafficking Terms; and/or
- (b) where the T&Cs for Services apply, any definitions used in the T&Cs for Services shall also apply to these Anti-Slavery and Human Trafficking Terms.

2.2 In these Anti-Slavery and Human Trafficking Terms, the following definitions shall have the following meanings:

**Anti-Slavery Laws:** all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force in (and/or in any part of), the United Kingdom, the United States of America, the European Economic Area and/or in any other jurisdiction anywhere in the world.

**Anti-Slavery Policy:** the Buyer's Human Rights Policy and Modern Slavery and Human Trafficking Policy located at [Sustainability Reporting - Prioritizing transparency, governance and accountability](#), each as amended by notification in writing by the Buyer to the Supplier from time to time.

**Goods, Services, and/or Deliverables:** means:

- (a) where the T&Cs for Goods apply, the Goods (as defined in, or by reference to, the T&Cs for Goods), and any other goods, products and/or raw materials to be supplied by the Supplier to the Buyer under the Agreement; and/or
- (b) where the T&Cs for Services apply, the Services and any deliverables (as defined in, or by reference to, the T&Cs for Services), and any other services and/or deliverables to be supplied by the Supplier to the Buyer under the Agreement.

and, in each case, any raw materials, goods, products, deliverables and/or services which are incorporated in, or used in or for the production of, any of the items referred to in subparagraph (a) or subparagraph (b) of this definition.

**Slavery and Human Trafficking Report:** a written report by the Supplier or a Subcontractor (whichever the context permits), setting out in detail, 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, and which complies in full with the relevant requirements of:

- (a) the Modern Slavery Act 2015 (irrespective of whether such legislation applies directly to such written report); and
- (b) all other applicable Anti-Slavery Laws.

**Subcontractors:** means, as the context permits:

- (a) the Supplier's direct subcontractors and/or suppliers; and
- (b) all other subcontractors and/or suppliers in the Supplier's supply chain(s),

which, at any time, perform any obligation or function under or in connection with the Agreement or supply or produce (wholly or partly) any Goods, Services and/or Deliverables.

**Supplier:** means:

- (a) where the T&Cs for Goods apply, the Seller (as defined in, or by reference to, the T&Cs for Goods); and/or
- (b) where the T&Cs for Services apply, the Service Provider (as defined in, or by reference to, the T&Cs for Services).

### **3. Obligations**

#### **3.1 The Seller shall:**

- (a) not engage any Subcontractor or permit the engagement of any Subcontractor, under or in connection with the Agreement or for or in connection with the supply of any Goods, Services and/or Deliverables without the prior written consent from the Buyer; and
- (b) at the written request of the Buyer remove, or procure the removal, from the Supplier's supply chain(s) in relation to or in connection with any Goods, Services and/or Deliverables, any Subcontractor which causes the Supplier to be in breach of these Anti-Slavery and Human Trafficking Terms, or which has breached any Anti-Slavery Laws, or which the Buyer reasonably believes does not meet the standards required by the Buyer in relation to slavery and human trafficking.

#### **3.2 In performing its obligations under the Agreement, the Supplier shall (and shall ensure that the Subcontractors shall):**

- (a) comply with all the Anti-Slavery Laws, including but not limited to:
  - (i) the Modern Slavery Act 2015; and
  - (ii) the Uyghur Forced Labor Prevention Act and related regulations;

- (b) comply with the Anti-Slavery Policy;
- (c) not engage in any activity, practice, or conduct:
  - (i) that constitutes an offence under any of sections 1, 2 or 4, of the Modern Slavery Act 2015; or
  - (ii) that would constitute an offence under any of 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) not engage in any activity, practice, or conduct:
  - (i) that constitutes an offence under any part of the Uyghur Forced Labor Prevention Act and/or related regulations; or
  - (ii) that would constitute an offence under any part of the Uyghur Forced Labor Prevention Act and/or related regulations if such activity, practice or conduct had been carried out in the United States of America, or any part of the United States of America;
- (e) include in its, or their, contracts with Subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in these Anti-Slavery and Human Trafficking Terms including, without limitation, this sub-clause 3.2(e);
- (f) promptly notify the Buyer in writing as soon as it becomes aware of any breach or suspected breach of sub-clause 3.2(a), sub-clause 3.2(b), sub-clause 3.2(c), sub-clause 3.2(d) or sub-clause 3.2(e) by the Supplier and/or by any of the Subcontractors; and
- (g) upon the written request by the Buyer, promptly prepare, or procure the preparation of, and deliver to the Buyer, a Slavery and Human Trafficking Report. For the avoidance of doubt, the Buyer shall be entitled to issue any such request:
  - (i) to the Supplier, in respect of the Supplier; and/or
  - (ii) to the Supplier, in respect of any Subcontractor; and/or
  - (iii) directly to a Subcontractor, in respect of that Subcontractor,and, in each such case, it shall, be the responsibility of the Supplier to comply, and/or procure compliance, with such request(s).

3.3 The Supplier shall promptly provide, and shall ensure that the Subcontractors shall promptly provide, complete and accurate responses to any anti-slavery and human trafficking due diligence questionnaire issued by the Buyer. For the avoidance of doubt, the Buyer shall be entitled to issue any such due diligence questionnaire:

- (a) to the Supplier, in respect of the Supplier; and/or

(b) to the Supplier, in respect of any Subcontractor; and/or

(c) directly to a Subcontractor, in respect of that Subcontractor,

and, in each such case, it shall, be the responsibility of the Supplier to provide, and/or procure the provision of, such response(s).

3.4 The Supplier represents, warrants, and undertakes throughout the term of the Agreement that:

(a) its responses, and the responses from the Subcontractors, to the Buyer's anti-slavery and human trafficking due diligence questionnaire are, and will remain, complete and accurate; and

(b) neither the Supplier, nor any of the Subcontractors, nor any of the officers, employees, or other personnel of any of the foregoing:

(i) has/have been convicted of any offence involving slavery or human trafficking anywhere in the world; or

(ii) has/have 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 or human trafficking; or

(iii) has/have been or is listed by any government agency anywhere in the world as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any government procurement programmes, or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 (SI 2015/102).

3.5 The Supplier shall implement and conduct its own due diligence procedures for all Subcontractors to ensure that there is no slavery or human trafficking taking place.

3.6 The Supplier undertakes not to:

(a) purchase any of the Goods, Services and/or Deliverables to be supplied to the Buyer, from producers or manufacturers using forced labour or child labour in its operations or practices;

(b) purchase, or use, in the supply of any Goods, Services and/or Deliverables to the Buyer, any resource, raw materials or products that has been directly or indirectly sourced from producers or manufacturers using forced labour or child labour in its operations or practices.

3.7 The Supplier shall:

(a) maintain a complete set of records to trace the supply chain of all Goods, Services and/or Deliverables provided to the Buyer in connection with the Agreement;

- (b) in addition, and without prejudice to any other provision in the Agreement relating to audit(s), and at the written request of the Buyer;
  - (i) permit the Buyer, and/or 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 these Anti-Slavery and Human Trafficking Terms; and
  - (ii) procure that each Subcontractor shall permit the Buyer, and/or its third-party representatives, to have access to and take copies of any records and any other information at that Subcontractor's premises, and to meet with that Subcontractor's personnel to audit that Subcontractor's compliance with these Anti-Slavery and Human Trafficking Terms;
- (c) implement annual audits of its compliance, and the Subcontractors' compliance with the Anti-Slavery Policy and the Anti-Slavery Laws, either directly or through a third-party auditor. The first set of audits shall be completed no later than twelve (12) months following the date of the Agreement.

3.8 The Supplier shall:

- (a) implement a system of training for its employees and the Subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-Slavery Laws; and
- (b) keep a record of all training offered and completed by its employees and the Subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-Slavery Laws and shall promptly provide a copy of the record to the Buyer on request.

3.9 The Supplier shall indemnify the Buyer against any and all losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by the Buyer as a result of:

- (a) any breach of these Anti-Slavery and Human Trafficking Terms by the Supplier; and/or
- (b) any breach of the Anti-Slavery Policy and/or Anti-Slavery Laws by any Subcontractor; and/or
- (c) any breach of provisions equivalent to these Anti-Slavery and Human Trafficking Terms in any subcontract, by any Subcontractor;

and, for the avoidance of doubt, this clause 3.9 shall survive termination or expiry of the Agreement.

3.10 The Supplier shall provide all information and assistance as may be requested from time to time by the Buyer in order to enable the Buyer to exercise its rights under these Anti-Slavery and Human Trafficking Terms.

3.11 Breach of these Anti-Slavery and Human Trafficking Terms shall be deemed a material breach of the Agreement.