

CONFLICTS OF INTEREST POLICY

Dated: 1st December 2019

1.1 Policy Statement

When competing interests impair our ability to make objective, unbiased business decisions a conflict of interest arises.

You may face a conflict of interest when your professional duties for TDI Sustainability (TDI) and your personal interests diverge, when the work you have undertaken for another company conflicts with work you are asked to undertake by TDI. Conflicts of interest may also originate from financial interests in a client's or auditee's business, recruiting a close family member or engaging in employment outside TDI.

Even the appearance of a conflict of interest may cause others to question your – and TDI's – actions and integrity. We all are expected to act in TDI's best interests and not to let personal interests or divided loyalties influence our judgment. We all must avoid conflicts of interest and even the appearance of a conflict of interest in both the performance of our duties for TDI and in our outside activities that may affect TDI.

This policy recognises what can be seen as actual, potential or perceived conflicts of interests, and describes how these should be reported and how the TDI will document and manage them.

1.2 Scope of the Policy

This policy applies to all employees, contractors, self-employed staff, contractors and other parties engaged to provide services on behalf of TDI, its subsidiaries, associated companies worldwide and joint ventures.

For the purposes of this policy all individuals within the scope are collectively referred to as 'Staff'.

1.3 Objective

- To communicate our requirements in respect of conflicts of interest;
- To advise all Staff of their obligation to disclose conflicts of interest and maintain high ethical standards; and
- To ensure that all business decisions are made in the best interests of TDI.

1.4 Expectations

As our Staff, you are expected to:

- Maintain the highest standard of integrity in all your business relationships, both inside and outside the organisations in which you work;
- Avoid any business practices which might reasonably be deemed improper (including improper practices which might benefit TDI);

- Avoid use of authority or position for personal gain;
- At all times, act with impartiality, independence and integrity;
- Avoid being, or giving the appearance of being, in a position which may result in an actual or perceived detriment to TDI's reputation and/or interests;
- Declare all potential, actual or perceived conflict of interests to TDI so that TDI is able to consider the conflict of interest and manage them appropriately.

1.5 Identification of Conflicts of Interest

Conflicts of interest may be actual, potential or perceived:

- *Actual* conflicts involve direct conflicts between your work for TDI and a competing interest or obligation;
- *Potential* conflicts arise where you have an interest or obligation which could conflict with your work for TDI in the future or in specific circumstances;
- *Perceived* conflicts occur where you have an interest or obligations which others could reasonably perceive or give the appearance of influencing your work with TDI.

It is not possible to define all situations or relationships which may create a conflict of interest, so each situation must be evaluated individually.

However, some of the more obvious conflicts include:

- Having any interest, dealings or shareholdings in any business which either is a competitor, client, supplier or TDI partner or is seeking to become one;
- A close family member (including children, in-laws, partner or spouse) having any interest, dealings or shareholdings in any business which either is a competitor, client, supplier or TDI partner, or is seeking to become one;
- Having a close or longstanding relationship/friendship with a business which either is a competitor, client, supplier or TDI partner, or is seeking to become one;
- Engaging in outside employment in areas similar to those in which TDI is involved;
- Performing outside work for clients, subcontractors, vendors or competitors of TDI;
- Participation in activities that relate to sustainability or conditions that a client of TDI would be likely to view as in conflict with or adverse to its interests;
- Involvement in the unauthorized use of TDI information or property, including, without limitation, intellectual property;
- Disclosing or using TDI's (or a TDI client's) confidential and/or proprietary information;
- Participating in any activity that might lead to or give the appearance of unapproved disclosure of TDI proprietary information or proprietary information owned by others who have entrusted such information to TDI;
- Holding a financial interest in a business concern that is a competitor, client, subcontractor or vendor of TDI unless the interest is only "passive." A "passive"

investment interest is one that is minimal enough, as a matter of law, that an employee's independent judgment should not be unduly influenced. For investments in a publicly-held company, an investment will not be considered "passive" (and therefore a conflict will exist) if the holding is either: a.) five percent or more of the stock, assets, or other interests of the client, subcontractor, vendor or competitor; or b.) ten percent or more of the employee's net assets;

- Allowing personal interests or activities to influence TDI transactions with other business entities or individuals;
- Accepting personal discounts (on products, services, or other items) from an employee or representative of a client, subcontractor, vendor or competitor of TDI (unless obtained through a TDI-approved discount program);
- Acting as a consultant, advisor, or expert witness in a legal process such as a lawsuit, administrative proceeding, mediation, arbitration, dispute resolution, government or private investigation, rule-making procedure, or similar process, other than in the course of providing services to TDI;
- Causing TDI to engage in business transactions with relatives unless properly disclosed and prior approval received;
- Giving or receiving gifts of more than token value that are in any way connected with business relationships;
- Using non public TDI, client, or vendor information for personal gain by you, relatives or friends (including securities transactions based on such information);
- Receiving a loan, or guarantee of obligations, from TDI or a third party as a result of your position at TDI;
- Speculating or dealing in materials, equipment, supplies, products, lands, leases, or properties purchased or sold by TDI, or for which negotiations to purchase, acquire, or sell are pending or may reasonably be anticipated;
- Receiving (other than from TDI) any compensation, bonus, or commission in connection with any transaction relating to TDI's business;
- Competing, or preparing to compete, with TDI while still employed by or associated with TDI; or
- Engaging in any other activity that could create the appearance of a conflict of interest and thereby impair TDI's reputation for impartiality and fair dealing.

The examples above are by no means exhaustive. They are illustrative of potential conflicts of interest that must be disclosed and resolved prior to the materialisation of the conflict. It is important to remember that these conflicts exist if a staff member or any member of their immediate family engages in such conduct.

In all cases, individuals have a responsibility to assess the potential conflict, and actual, perceived and potential conflicts of interest must be disclosed.

1.6 Auditing and Conflicts

We recognise that specific conflicts (actual, potential and/or perceived) arise from our work as advisors and auditors. For example, unacceptable conflicts would arise if a TDI staff member audits an entity which they have previously provided any form of consultancy, advise, or support to.

Staff are required to immediately cease work and disclose any conflicts (potential, actual, or perceived) arising from an audit project they are appointed to undertake.

TDI will not act as a lead auditor or auditing firm or assurance provider for a company or an operating site of a company for which it has provided non-audit services, consultancy or advice related to the activities being audited in the previous two years. Individual auditors employed by TDI will not be included in audits of a company or an operating site of a company for which it has provided non-audit services, consultancy or advice related to the activities being audited in the previous three years.

For audit work, please refer to our Procedure for Field Staff (Appendix 3).

1.7 Other Employment and Conflicts

Employees who wish to undertake other work while employed by TDI must obtain prior written consent from their line manager so that specific consideration can be given to any conflicts.

1.8 Managing Conflicts of Interest

When an actual or potential conflicts of Interest has been identified TDI must properly assess and manage the conflict of Interest to avoid adverse effects on TDI and our customers. A materiality assessment shall be carried out, and appropriate mitigating measures shall be actioned if necessary.

1.9 Policy implementation and Disclosure Process

At the commencement of service with the TDI, all staff must read and confirm understanding of this policy, complete a conflict of interest declaration (appendix 1). This will be supplied via Employee induction process as appropriate.

Thereafter, Staff must submit a conflict of interest form on an annual basis.

Staff will be asked to declare any conflict of interest which arises from a specific project as part of the Company's project initiation process.

Carefully review your own situation for any actual or potential conflicts of interest. If you have an actual or potential conflict of interest, you must disclose the situation to your line manager and using the conflict of interest Disclosure form (appendix 2).

TDI shall identify all circumstances and situations relating to its business activities that may constitute or give rise to an actual or potential conflict of interest. All material conflicts of interests shall be listed in a conflicts of interest register. TDI will review it on a regular basis at the initiation of any new project / new client to ensure that conflicts identified are appropriately managed.

1.10 Restriction due to recognised conflicts of interest

If a conflict of interest is identified staff will not be permitted to engage in work on behalf of TDI with organisations or individuals with which they have an interest. All decision making and transactions with the organisation concerned will be handled and managed independently and/or additional safeguards will be put in place.

Service with the company will not usually be impacted as a result of declaring a conflict of interest, save for a scenario where the conflict of interest was such that the staff members was unable to engage in the majority of TDI's activities.

1.11 Responsibilities

Actual conflicts of interest must be avoided, and potential/perceived conflicts of interests carefully managed. Line Managers must review all disclosed conflicts of interest, discuss them openly and manage them so that Staff do not become involved in or influence situations where actual conflicts of interest occur.

1.12 Further advice

If you are in any doubt as to whether a conflict of interest exists discuss the situation with your Line Manager.

If you have any problems recording your conflict of interest, please inform your Line Manager.

1.13 Consequences

Failure to comply with the above procedures may result in disciplinary action / restriction or withdrawal of work as appropriate and legal action being taken wherever appropriate.

1.14 Policy review

This policy and procedure will be reviewed annually. The policy may be updated early should there be a legislative need or significant change required.



Assheton Stewart Carter

Approved on: 1st December 2019

Appendix 1 TDI Conflict of Interest Form

TDI Conflict of Interest Declaration Form

Name	
Role	
Date	

TDI is committed to identifying and managing conflicts of interest within the organisation. This form is designed to identify and disclose actual, potential and perceived conflicts.

Declaration

I have read TDI's Conflict of interest policy (version 1 October 2019) and agree that it is my obligation to:

- conduct myself in a manner which promotes the best interests of TDI
- to avoid conflicts of interest when making decisions and taking actions on behalf of TDI
- to declare all actual, potential and actual conflicts to TDI so that they are able to manage them effectively.

I confirm that I have disclosed below all actual, potential and perceived conflicts which I am aware of.

I confirm that I will report to TDI all conflicts which arise moving forward due to a change in my personal circumstances, work interests, affiliations, duties, or financial circumstances

Question	Answer	Comments
Are you or a member of your immediate family an officer, director, trustee, partner (general or limited), employee or regularly retained consultant of any company, firm or organisation that presently has business dealings with TDI or which might reasonably be expected to have business dealings with TDI in the coming year?	Yes / No	If yes , please list the name of the company, firm or organisation, the position held, and the nature of the business which is currently being conducted with TDI or which may reasonably be expected to be conducted with TDI in the coming year
Do you or does any member of your immediate family have a financial interest, direct or indirect, in a company, firm or organisation which currently has business dealings with TDI or which may reasonably be expected to have such business dealings with TDI in the coming year?	Yes / No	
Do you have any other interest or role in a firm or organisation, where that interest or relationship might reasonably be expected to create an impression or suspicion of a conflict with TDI's interests?	Yes / No	
Other Conflicts not covered by the questions above:	Yes / No	

Appendix 2 TDI Conflict of Interest Disclosure Form

Name	
Role	

Date	
------	--

Type and Nature of Conflict (Actual, Potential, Perceived)	Details
Example: Other employment - Actual	I hold a contract for work with a competitor of TDI
Example: Family member – Potential	My partner works for Company X ltd who work for a client of TDI. A conflict may arise if I was to conduct an Audit on work undertaken by her.

Staff Signature	
Date	
Received and reviewed by (Line Manager)	

Date	
------	--

Appendix 3: Procedure for Field Staff

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships and implementing and enforcing effective systems to counter bribery and corruption. This includes the giving and receiving of gifts. We uphold all laws relevant to countering bribery and corruption.

TDI Field Staff are obliged to carry out any work for and on behalf of TDI in accordance with and respecting all national laws and internal TDI Policies and Procedures.

TDI Field Staff are prohibited from accepting or soliciting for:

- Free Meals - Field staff shall pay for all provided meals of a value higher than 30 GBP, at the estimated market price;
- Free Accommodation and transportation – Field staff shall pay and arrange their own accommodation and transportation unless it has been pre-approved TDI's senior manager due to nature of the project, security reasons, remote location of the site;
- Tips, vouchers, gratuities, promotional items, airline upgrades, loans, cash equivalent gifts, any personal gifts, favours, entertainment or hospitality.

Your cooperation in observing our Field Staff Procedure is appreciated. By signing below, you confirm that you have read, understood and agreed to comply, without exception. For more information on our anti-corruption/anti bribery policy or to or to report any unethical behaviour from our staff, please contact team@impactfacility.com

Client Name		Assessment Date(s)	
Name of Assessed Mine/Facility			
Assessor(s)			
Location			
Name of Management Representative			
Signature of Management Representative			
Date Signed			
Signature of Assessor(s)			