



SUPPLIER CODE OF CONDUCT

COMPLIANCE

DRA (Pty) Ltd
2021/916057/07

DRA-00-CL-COC-0002

Revision: 1

APPROVAL

Description	Name	Title	Signature	Date
Approval	James Smith	Chief Executive Officer		18 September 2026

REVISION RECORD

Revision	Description	Date
0	Issued for Approval	08 August 2022
1	Supplier Code of Conduct updated to reflect company name change from DRA Global Limited to DRA (Pty) Ltd and to align with the Group's governance processes, strategy and operating model	18 September 2026

REFERENCE DOCUMENTS

Document Number	Description	DRA Website Location
DRA-00-CL-COC-0001	DRA Code of Conduct	Codes of Conduct
DRA-00-CL-POL-0001	Anti-Bribery and Corruption Policy	Policies
DRA-00-CL-POL-0002	Ethics Policy	
DRA-00-CL-POL-0004	Human Rights and Modern Slavery Policy	
DRA-00-CE-POL-0005	Fair Competition Policy	
DRA-00-CE-POL-0012	Market Disclosure and Communications Policy	
DRA-00-HS-POL-0001	Health, Safety and Environmental Policy	
DRA-00-HS-POL-0002	Sustainability Policy	
DRA-00-HR-POL-0001	Inclusion and Diversity Policy	
DRA-00-HR-POL-0003	Respectful Workplace Policy	
DRA-00-CL-POL-0003	Speak Up Policy	Speak Up
DRA-00-CL-STD-0002	Speak Up Standard	
DRA-00-CL-NOT-0001	Privacy Notice	Privacy Notice
DRA-00-CL-MAN-0001	Section 51 PAIA Manual and Forms 2 [Request for Access to Record] and 3 [Outcome of Request and of Fees Payable]	Section 51 PAIA Manual and Forms

DEFINITIONS

Terms	Definition
"Compliance Officer"	The Employee appointed by a DRA Group business unit responsible for compliance and ethics management
"conflict of interest"	Any personal or financial interests, relationships or affiliations, whether directly or indirectly, which are, or appear to be, in conflict with the interests of DRA and which impair, or appear to impair, the ability of the Supplier (or any of their subcontractors, employees, close relatives, friends or associates) to perform their duties in the best interest of DRA. This includes any actual, potential or perceived conflict of interest, whether financial or non-financial in nature
"Data Privacy Laws"	The applicable laws, regulations, directives, codes and legally binding regulatory requirements governing the collection, use, disclosure, storage, transfer, retention and protection of Personal Data in the jurisdictions in which the Supplier and the DRA Group operates or processes Personal Data
"Data Protection Officer"	The Employee appointed by a DRA Group business unit to oversee compliance with applicable Data Privacy Laws and DRA's privacy governance framework
"DRA (Pty) Ltd"	DRA (Pty) Ltd, registration number 2021/916057/07
"DRA Group" or "DRA"	DRA (Pty) Ltd and its controlled entities
"Employees"	Any employee of the DRA Group, including Directors, prescribed and other company officers, permanent and temporary staff
"facilitation payment"	An unofficial, improper, or unauthorised payment or other benefit provided, directly or indirectly, to a Public Official or other person to expedite, secure, influence, or facilitate the performance of a routine administrative action, governmental function, permit, licence, approval, service, or decision to which the payer is already entitled
"human rights"	Internationally recognised rights and freedoms inherent to all people, including those contained in the International Bill of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work
"modern slavery"	Serious exploitation involving the deprivation of a person's freedom for personal or commercial gain. It includes human trafficking, slavery, servitude, forced labour, debt bondage, forced marriage, child labour, and deceptive recruiting for labour or services
"Personal Data"	Any information relating to an identified or reasonably identifiable individual, and, where recognised under applicable Data Privacy Laws, an identified or reasonably identifiable juristic person, legal entity, organisation or other body, whether collected, recorded or processed in electronic, physical or any other form, and includes any information regarded as personal data, personal information or equivalent regulated information under applicable Data Privacy Laws
"secret commissions" or "kickbacks"	Any undisclosed, unauthorised, or improper payment, commission, rebate, fee, benefit, reward, or other thing of value given, offered, requested, received, or returned to a person in order to improperly influence a decision, action, transaction, procurement process, business relationship, or outcome, or to obtain an improper commercial, contractual, regulatory, or personal advantage
"Speak-Up Protection Officer"	The Employee appointed by the DRA Group that is responsible for administering the day-to-day activities associated with Speak-Up Reports
"Speak-Up Report"	A verbal or written report by an individual submitted through one of the designated reporting channels outlined in the DRA Group Speak Up Standard
"Supplier"	Any external individual, entity, organisation or other party that provides, or wishes to provide, goods, works or services to any DRA Group entity, whether directly or indirectly. This includes, but is not limited to, service providers, vendors, contractors, subcontractors, consultants, agents, intermediaries, business representatives, affiliates, related entities, and any personnel or other parties acting for, on behalf of, or in association with the Supplier in connection with the provision of goods, works or services to the DRA Group

Terms	Definition
"Supply Chain"	The full domestic and international network of suppliers, subcontractors, service providers, labour providers and other upstream parties whose goods, works, services, materials, labour or other inputs directly or indirectly support, enable or contribute to the business operations, projects, products or services of DRA or a Supplier, as applicable. This includes all tiers of the relevant supply network, including upstream providers beyond direct contractual relationships
"Supplier Code"	This Supplier Code of Conduct
"Unacceptable Conduct"	Any misconduct, improper behaviour, act, omission, situation or circumstance occurring within the DRA Group, or in connection with a Supplier's relationship with the DRA Group, including any conduct that violates applicable law, this Supplier Code of Conduct, DRA's policies or standards, or generally accepted ethical business practices. This includes, but is not limited to, harassment, discrimination, violence or threats of violence in the workplace, unethical conduct, conflicts of interest, fraud, corruption, retaliation, intimidation, or any other inappropriate, unlawful or unwelcome behaviour

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1 INTRODUCTION

The DRA Group delivers multi-disciplinary engineering, project delivery, and operations management services to the mining, minerals, and metals industry. Its global business model and strong culture enable it to provide world-class solutions across the entire project lifecycle - from concept and feasibility to execution, commissioning, and ongoing operations.

With deep expertise, DRA teams design and implement innovative solutions in mining, minerals processing, and non-process infrastructure, including sustainability, water, and energy management. With a sustainability mindset, DRA strives to make a positive impact for its Employees, communities, environments and clients, while driving long-term value for all stakeholders.

2 DRA VALUES

The DRA Group's values of Safety, People, Integrity, Trust, Excellence and Courage are at the heart of what we do and reflect what is important to us, how we do business and fulfil our vision.

When engaging with Suppliers, DRA seeks to work with other like-minded persons and entities that share the same values. DRA expects its Suppliers to align with these values and associated behaviours. DRA requires Suppliers to comply with all applicable laws and, in all cases, meet the minimum requirements detailed in the principles set out in this Supplier Code.

Suppliers are also expected to cascade these principles through their own Supply Chain.

Compliance with this Supplier Code is a material consideration for the DRA Group's assessment of procurement processes.

This Supplier Code is available on the DRA Group's website: www.DRAGlobal.com/about/corporate-governance/.

3 SCOPE

This Supplier Code applies to:

- All companies, joint ventures, and operations controlled by the DRA Group; and
- All Suppliers.

This Supplier Code is not intended to conflict with, modify or replace any existing contracts or other frameworks, policies, standards and procedures that apply in relation to particular types of activities and should be read in conjunction with such other documents, and approvals under those documents obtained.

Where a contract, purchase order, project requirement, applicable law or DRA policy imposes a higher or more specific standard than this Supplier Code, the higher or more specific standard will apply. Nothing in this Supplier Code limits any rights or remedies available to DRA under contract, law or policy.

4 OBJECTIVES

DRA is committed to working with Suppliers to achieve outcomes that grow its business, reflect strong corporate governance and promote ethical, environmental and social standards throughout its Supply Chain. DRA requires Suppliers to conduct business lawfully, ethically and responsibly when providing goods, works or services to the DRA Group.

The objectives of this Supplier Code are to set out:

- The minimum conduct, governance, ethical, social, environmental, health and safety, and compliance expectations that apply to Suppliers when doing business with, or on behalf of, the DRA Group.
- Guidance to Suppliers, and to DRA Employees who engage with Suppliers, on the standards expected in supplier relationships and Supply Chain activities.
- Support DRA's responsible sourcing, Supplier due diligence and Supplier relationship management processes by making DRA's expectations clear and transparent.

5 PRINCIPLES

5.1 Compliance with Laws

DRA expects all Suppliers to conduct their business in a lawful and responsible manner.

Suppliers must:

- Ensure that they and their Supply Chain comply with all applicable laws and regulations of the countries in which operations are undertaken or services provided.

5.2 Governance

DRA expects all Suppliers to maintain appropriate governance arrangements to support responsible, ethical and transparent business conduct.

Suppliers must:

- Have appropriate risk management and governance frameworks in place to ensure legal compliance and best practice standards are adhered to, supported by appropriate standards, policies and procedures.
- Keep complete and accurate records and ensure that information provided to DRA is a true and accurate reflection of their operations, Supply Chain and business dealings.
- Have processes in place that enable the Supplier's employees and Supply Chain to raise concerns about Unacceptable Conduct confidentially, anonymously where available, and without retaliation or retribution.

5.3 Health and Safety

DRA expects all Suppliers to demonstrate a strong and ongoing commitment to health and safety.

Suppliers must:

- Maintain up-to-date, written health and safety policies, and implement effective systems to identify, assess, and manage risks related to workplace injuries and illnesses.
- Where appropriate, deliver appropriate health and safety training and maintain documented emergency response procedures.

5.4 Corruption, Bribery and Financial Crimes

DRA expects all Suppliers to conduct business ethically, honestly and transparently, and to maintain appropriate controls to prevent, detect and respond to corruption, bribery, fraud, money laundering, terrorist financing and other financial crime risks.

Suppliers must:

- Comply with anti-corruption laws and regulations that apply to DRA, their own operations, and the countries in which they do business.
- Not offer or make any payments of money or anything of value to government officials, political parties, candidates for public office, or other persons for any improper purpose.
- Not make any facilitation payments to public officials either directly or indirectly to expedite or secure performance of routine governmental action, even in locations where such activity may not violate local law or custom.
- Not pay, or receive, secret commissions, kickbacks or payments to or from any person or entity even in locations where such activity may not violate local law or custom.
- Not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, agent, representative or other third-party. The receipt, payment, and/or offer of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law or custom.

- Not seek an advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from DRA, a customer or any other third-party and includes misappropriation of property.
- Not engage in, or assist any third party, with any money laundering activities, terrorist financing or other financial crime activities.
- Undertake reasonable due diligence and maintain appropriate controls to prevent and detect corruption, bribery and financial crime risks in their business arrangements and Supply Chain.
- Take all reasonable steps to prevent and avoid making payments in response to threats, coercion or extortion demands. Where there is an imminent and serious threat to the health or safety of any person, Suppliers must prioritise safety and report the incident to DRA and the relevant authorities as soon as reasonably practicable, where it is safe and lawful to do so.

5.5 Anti-Competitive Conduct

DRA expects all Suppliers to compete fairly and conduct their business in a manner that supports open, honest and lawful competition.

Suppliers must:

- Not engage in any form of anti-competitive behaviour, whether directly or indirectly through third parties.
- Conduct business fairly and in compliance with applicable competition and antitrust laws. This includes avoiding any conduct that could be perceived as collusive or cooperative with competitors, such as:
 - Discussing or agreeing on prices, price changes, or pricing strategies with competitors (price fixing);
 - Coordinating with competitors to allocate customers, suppliers, or geographic markets (market sharing);
 - Sharing or exchanging commercially sensitive information with competitors, including details about bid or tender processes, pricing strategies, or contract terms (bid rigging);
 - Making statements, verbally or in writing, about market dominance or the ability to misuse market power to limit competition; and
 - Engaging in practices that misuse market power, such as tying or bundling products in an anti-competitive manner or engaging in predatory pricing below cost.

5.6 Economic Trade Sanctions and Export Controls

DRA expects all Suppliers to conduct business in a manner that complies with applicable trade compliance requirements and avoids prohibited or restricted dealings.

Suppliers must:

- Comply with all applicable trade sanctions, export controls, and import restrictions imposed by relevant authorities.
- Ensure that goods, works, services, technology, information or financial transactions are not provided to, received from, or routed through sanctioned entities, individuals, vessels, banks or jurisdictions in violation of applicable laws.
- Obtain any required licences, permits or authorisations before exporting, re-exporting, importing or transferring controlled goods, technology, software, information or services across borders.
- Conduct appropriate due diligence to mitigate risks related to sanctions and trade compliance.

5.7 Gifts, Entertainment, Hospitality and Other Benefits

DRA expects all Suppliers to ensure that any gifts, entertainment, hospitality or other benefits offered, provided or received in connection with DRA business are lawful, appropriate, transparent and modest.

Gifts, entertainment, hospitality or other benefits in the form of cash or cash equivalents, including vouchers, gift cards or items that are readily convertible to cash, are prohibited.

Suppliers must:

- Ensure that gifts, entertainment, hospitality or other benefits are not used to gain an unfair competitive advantage in any business relationship.
- Ensure that gifts, entertainment, hospitality or other benefits do not compromise, or appear to compromise, the integrity of business decisions and relationships.
- Ensure that gifts, entertainment, hospitality or other benefits are permitted by law, comply with DRA's policies where applicable, are accurately recorded where required, and align with reasonable marketplace customs and practices.

5.8 Conflicts of Interest

DRA expects all Suppliers to identify, avoid and promptly disclose any actual, potential or perceived conflicts of interest that may affect, or appear to affect, their ability to act objectively and in DRA's best interests.

Suppliers must:

- Ensure that their personal or business activities and interests, and those of their employees, subcontractors and representatives, do not conflict with their responsibilities to DRA.
- Promptly disclose any actual, potential or perceived conflict of interest and cooperate with any steps reasonably required to manage the conflict.

5.9 Human Rights and Modern Slavery

DRA expects all Suppliers to respect internationally recognised human rights and to conduct their business in a manner that prevents and addresses modern slavery risks.

Suppliers must:

- Comply with employment laws and those relating to modern slavery and human rights.
- Protect human rights by assessing and mitigating modern slavery risks in the way they conduct their operations and manage their Supply Chain.
- Not engage in, benefit from, or be complicit in any form of modern slavery, including child labour, forced labour, debt bondage, servitude, deceptive recruitment or human trafficking.

5.10 Diversity and Inclusion

DRA values and supports diversity, equal opportunity, and inclusion across all levels of its operations and expects Suppliers to uphold the same values.

While DRA acknowledges that local laws and customs may differ, any practices that undermine the dignity, rights, or well-being of individuals will not be tolerated.

Suppliers must:

- Not engage in discrimination on the basis of gender, race (including colour, descent, nationality, or ethnic origin), religion (religious belief or activity), marital/domestic status, family responsibility or parental status, pregnancy, breastfeeding, age, disability, personal associations, trade union or industrial activity (or inactivity), political opinion, lawful sexual activity, sexual preference, gender identity, or intersex status.
- Maintain a workplace that is free from harassment, bullying, victimisation, or any form of discriminatory behaviour, whether direct or indirect.

- Align their practices with DRA's core principles and values, ensuring a consistent commitment to respect, dignity and fairness.

5.11 Respect for Cultural Rights and Local Customs

DRA respects and upholds the cultural heritage, traditional rights, and social significance of indigenous and historically disadvantaged communities across all regions where it operates. This includes, but is not limited to, First Nations Australians, indigenous peoples in North and South America, Africa, and other regions where it has a presence.

Suppliers must:

- Respect and protect the rights of these communities and ensure their practices do not negatively impact the culture, heritage, or well-being of local indigenous groups.
- Respect local customs, traditions, and social norms while maintaining DRA's commitment to equality, non-discrimination, and respect for human rights.

5.12 Environment

DRA expects all Suppliers to demonstrate a responsible approach to environmental protection.

Suppliers must:

- Where appropriate, have written environmental policies and procedures and be able to demonstrate a clear commitment to sound environmental management. Where relevant, they must identify and mitigate environmental risks associated with their operations, services, or Supply Chains, and take practical steps to reduce adverse environmental impacts.
- Assess the potential effects of their activities on local communities and implement measures that minimise disruption and support positive outcomes for stakeholders in the regions where they operate. This includes obtaining and maintaining all legally required permits, licenses, approvals and other certifications, as may be required.

5.13 Sustainability

DRA expects all Suppliers to conduct their business in a responsible and sustainable manner, taking into account the impact of their activities on people, communities, the environment and long-term business resilience.

Suppliers must:

- Integrate sustainability principles into their operations and decision-making processes. This includes promoting a culture of sustainability by establishing clear responsibilities and lines of accountability for employees and subcontractors in their Supply Chain. Where appropriate, these responsibilities should be documented, communicated, and understood across all relevant teams.
- Reflect a balance between commercial viability, financial responsibility, technical appropriateness, and social impact in their business decisions. All processes and practices should be safe, environmentally responsible, and aligned with globally accepted sustainability goals, thereby minimising potential risks to people, communities, and the environment.

5.14 Personal Data, Data Security, Confidential Information and Intellectual Property

DRA expects all Suppliers to protect DRA's confidential information, Personal Data, systems, data assets and intellectual property, and to process or use such information only for authorised business purposes and in accordance with applicable laws and contractual requirements.

Suppliers must:

- Ensure that they and their Supply Chain protect confidential, Personal Data and sensitive data using appropriate electronic, physical and organisational security safeguards.
- Uphold privacy rights in compliance with applicable Data Privacy Laws and information security laws and regulations.

- Process Personal Data solely for the specific business purposes for which it was provided or with authorisation from the information owner.
- Take reasonable steps to ensure that any Supplier Personal Data provided to DRA is complete, accurate and up to date.
- Comply with all applicable laws governing intellectual property rights, including protection relating to trademarks, copyright, patents, trade secrets and confidential know-how.

5.15 Supply Chain

DRA expects Suppliers to take reasonable steps to manage their own Supply Chain responsibly and consistently with this Supplier Code.

Suppliers must:

- Maintain strong management and governance processes to oversee their Supply Chain.
- Conduct appropriate, risk-based due diligence on relevant members of their Supply Chain to identify, assess and manage legal, ethical, human rights, modern slavery, health and safety, environmental, sanctions and other compliance risks.
- Communicate and, where appropriate, cascade the principles and standards set out in this Supplier Code to relevant members of their Supply Chain.

5.16 Speak-Up

DRA expects all Suppliers to actively monitor compliance with this Supplier Code.

Suppliers must:

- Promptly report any actual or suspected Unacceptable Conduct connected with this Supplier Code, DRA business, DRA Employees, DRA projects, DRA operations, or the Supplier's performance of goods, works or services for the DRA Group.
- Take reasonable steps to address, remedy and prevent the occurrence or reoccurrence of any Unacceptable Conduct.
- Support a culture in which concerns can be raised safely, responsibly and without fear of retaliation.

6 DEALING WITH THE DRA GROUP

6.1 Contract Performance Reviews

In addition to complying with all terms and conditions of any contract entered into with the DRA Group, DRA may require Suppliers to participate in contract performance reviews when requested and do all things reasonably necessary to protect the reputation, assets and information of the DRA Group in connection with the contract and this Supplier Code.

6.2 Right to Audit

The DRA Group reserves the right, upon reasonable notice and subject to applicable law and contractual arrangements, to assess or audit a Supplier's compliance with this Supplier Code. Suppliers are expected to cooperate reasonably and provide access to relevant records, facilities and personnel as necessary to verify adherence to this Supplier Code. Non-compliance may result in corrective action requirements, suspension of work, escalation under the relevant contract, or a review of the business relationship.

6.3 Screening and Supplier Due Diligence

The DRA Group may require Suppliers to undergo screening and due diligence as part of its commitment to good governance, responsible sourcing and risk management. If requested, Suppliers must complete due diligence questionnaires and provide accurate supporting documentation. Suppliers must promptly notify DRA of material changes to information previously provided, including changes relating to

ownership, beneficial ownership, sanctions exposure, regulatory status, litigation, adverse findings, or other compliance risk matters. Screening and due diligence may be conducted periodically to assess ongoing compliance with DRA's standards and requirements.

7 INTERPRETATION AND CONTACTS

The DRA Group acknowledges that this Supplier Code cannot cover every situation or scenario, and Suppliers will also need to make judgments on their legal, governance and ethical responsibilities.

Nothing in this Supplier Code limits any obligation imposed by applicable law.

We encourage our Suppliers to engage with their DRA contact person in the first instance on any issues that may arise or about any questions or feedback about this Supplier Code.

Where uncertainty exists regarding the interpretation or application of this Supplier Code, Suppliers should seek advice from the relevant Compliance Officer using the contact details provided in the table below:

Business Unit	Email
APAC	complianceAPAC@draglobal.com
EMEA and SENET	complianceEMEA@draglobal.com
Minopex	compliance@minopex.com
North Americas	complianceAMER@draglobal.com
South Americas	complianceSAMER@draglobal.com

Actual or suspected data breaches involving DRA data, systems, information or Personal Data must be reported without undue delay to the relevant Data Protection Officer using the details provided in the table below. Suppliers should not wait for a full investigation to be completed before notifying DRA.

Business Unit	Email
APAC	APACDPO@draglobal.com
EMEA and SENET	EMEADPO@draglobal.com
Ghana	DRAGhanaDPO@draglobal.com
Minopex	MinopexDPO@minopex.com
NAMER	NAMER.privacy@draglobal.com
SAMER	SAMER.privacy@draglobal.com
Saudi Arabia	DRASaudiDPO@draglobal.com
Tanzania	ThamaniDPO@draglobal.com
Zimbabwe	DRAZimDPO@draglobal.com
All DRA Group Business Units	databreach@draglobal.com

Speak Up Reports should be made via the Speak Up service or to the DRA Group's Speak Up Protection Officer using the details provided in the table below.

Region	Service Provider	Phone	Email	Online
Australia	Deloitte Tip-Offs Anonymous	1 800 633 293	dra@tip-offs.com	www.tip-offs.com
Canada		1 866 317 7033		
Chile		800 914 384		
Ghana		+233 544 315 491		
Kingdom of Saudi Arabia		800 814 0047		
Peru		05 11 709 7942		
South Africa		0800 384 427 or +27 (0) 31 571 8757 (International)		
Tanzania		0800 780 026		
United Kingdom		0808 189 1196		
Zimbabwe		+263 24 2799916		
USA	Deloitte Tip-Offs Anonymous or DRA Internal Legal Counsel	1 866 317 7033 +1 724 754 9799	dra@tip-offs.com complianceAMER@draglobal.com	
Global/Group	Internally via the Speak Up Protection Officer	speakupprotectionofficer@DRAGlobal.com		