

STRONG PLANT HOLDING LLC

Strong Plant Energy | Strong Plant Rental | Strong Plant Trading

HUMAN RIGHTS AND MODERN SLAVERY POLICY

UN Guiding Principles on Business and Human Rights | ILO Core Conventions
| UAE Federal Decree-Law No. 33 of 2021

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TABLE OF CONTENTS

DOCUMENT CONTROL INFORMATION	2
REVISION HISTORY.....	2
DOCUMENT APPROVAL	2
DISTRIBUTION LIST	3
TABLE OF CONTENTS.....	3
1. PURPOSE AND SCOPE	4

2. POLICY STATEMENT	4
3. DEFINITIONS	5
4. OUR COMMITMENTS	5
5. PROHIBITED PRACTICES	6
6. FAIR EMPLOYMENT CONDITIONS.....	7
7. WORKER VOICE AND CONSULTATION	8
8. RISK ASSESSMENT AND DUE DILIGENCE	8
9. SUPPLY CHAIN REQUIREMENTS	9
10. TRAINING AND AWARENESS.....	10
11. REPORTING CONCERNS.....	10
12. ACTION WHERE MODERN SLAVERY IS SUSPECTED OR FOUND	11
13. GOVERNANCE AND MONITORING	12
14. PUBLIC AVAILABILITY AND DISCLOSURE	13
15. REVIEW.....	14
16. RELATED DOCUMENTS AND STANDARDS	14
17. CEO ENDORSEMENT	14

1. PURPOSE AND SCOPE

This Policy sets out how Strong Plant Holding LLC and its subsidiaries — Strong Plant Energy LLC, Strong Plant Rental LLC, and Strong Plant Trading LLC — respect the human rights of every person who works for the Group or on its behalf, and how the Group prevents, detects, and responds to forced labour, human trafficking, child labour, and any other form of modern slavery in its own operations and in its supply chain.

It applies to all employees, directors, contractors, consultants, agency and manpower-supplied personnel, business partners, and suppliers acting for or on behalf of the Group. It applies wherever the Group operates.

A substantial proportion of the workforce in the UAE plant hire and power generation sector is migrant labour, frequently supplied through third-party agencies. That is precisely the population most exposed to recruitment-fee debt, document retention, and coercive employment practice. This Policy exists because the risk is real and proximate, not because it is theoretical.

2. POLICY STATEMENT

STRONG PLANT GROUP — HUMAN RIGHTS AND MODERN SLAVERY

Strong Plant Group respects the dignity, freedom, and rights of every worker. We have zero tolerance for forced labour, bonded labour, indentured labour, child labour, human trafficking, and any other form of modern slavery — in our own operations and anywhere in our supply chain. Every person who works for us does so freely, is paid lawfully and on time, holds their own passport and identity documents, has been charged nothing to obtain their job, understands the contract they signed, and is free to raise a concern or to leave. We require the same of every supplier, contractor, and labour provider we engage. Where we find a failing, we act — we fix the harm to the worker first, and we do not trade our way around the problem.

3. DEFINITIONS

Term	Definition
Modern Slavery	An umbrella term covering forced labour, bonded labour, indentured labour, child labour, human trafficking, and servitude — any situation in which a person is exploited and cannot refuse or leave because of coercion, threat, deception, or abuse of power
Forced Labour	Work exacted from a person under menace of penalty and for which they have not offered themselves voluntarily (ILO Convention No. 29)
Bonded Labour	Work demanded to repay a debt, including a debt created by recruitment fees, transport costs, or inflated deductions
Child Labour	Employment of a person below the legal minimum working age, or work that is hazardous to a young worker's health, safety, education, or development
Human Trafficking	Recruiting, transporting, transferring, harbouring, or receiving a person by means of threat, force, coercion, or deception for the purpose of exploitation
Recruitment Fee	Any fee, deposit, commission, or cost charged to a worker in connection with obtaining or retaining employment, whether charged directly or through an agent
Worker	Any person performing work for or on behalf of the Group — employee, agency worker, contractor, or subcontractor personnel — regardless of who pays their wages
Labour Provider	Any manpower agency, labour supply company, or recruitment intermediary supplying workers to the Group
Remediation	Action taken to restore an affected worker to the position they would have been in had the harm not occurred

4. OUR COMMITMENTS

Strong Plant Group commits to the following, and holds itself accountable for them:

- To respect the human rights set out in the International Bill of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.
- To conduct our business consistently with the UN Guiding Principles on Business and Human Rights — to avoid causing or contributing to adverse human rights impacts, and to address them where they occur.
- To comply fully with UAE Federal Decree-Law No. 33 of 2021 on the Regulation of Labour Relations, its implementing regulations, and all applicable labour, wage protection, and anti-trafficking law.
- To require every supplier, contractor, and labour provider to meet the same standard, and to verify that they do.
- To provide safe, healthy, and humane working and living conditions for every worker on our sites and in any accommodation we provide or arrange.
- To pay lawful wages in full and on time, through the Wages Protection System where it applies, with no unlawful deduction.
- To ensure no worker pays any fee to obtain work with us — the employer bears recruitment cost, without exception.
- To provide effective, confidential channels through which any worker can raise a concern without fear of retaliation.
- To act on what we find, remediate harm to the worker first, and be honest about it.

5. PROHIBITED PRACTICES

The following are absolutely prohibited across Group operations and throughout the Group supply chain. They are not matters for negotiation, mitigation, or phased improvement.

Prohibited Practice	Standard Applied
Child labour	No person below the legal minimum working age is engaged in any capacity. Documentary proof of age is verified for every worker before work begins
Forced, bonded, or indentured labour	No work is performed under threat, coercion, deception, or to discharge a debt of any kind
Retention of passports or identity documents	No worker's passport, Emirates ID, or personal document is retained by the Group, by any labour provider, or by any contractor. Secure storage may be offered but the worker retains unrestricted access at all times and may reclaim documents on demand

Recruitment fees charged to workers	No worker pays any fee, deposit, commission, or cost to obtain or retain employment. Where a fee is found to have been charged by an agent, it is reimbursed in full to the worker
Withholding or unlawful deduction of wages	Wages are paid in full, on time, and through lawful channels. Wages are never withheld as a means of binding a worker to employment
Restriction on freedom of movement	No worker is confined, locked in, or prevented from leaving the workplace or accommodation outside working hours
Preventing a worker from terminating employment	Any worker may terminate their employment in accordance with their contract and UAE law, without penalty beyond lawful notice
Threats, intimidation, harassment, or physical or verbal abuse	Prohibited without qualification, whether by Group personnel, a contractor, or a labour provider
Retaliation against a worker who raises a concern	Prohibited without qualification

THESE PROHIBITIONS BIND OUR SUPPLIERS TOO

A supplier, contractor, or labour provider that breaches any prohibition in this section is suspended immediately under SP-PRO-VEND-001 Section 7. There is no improvement period for a labour or ethics breach — the improvement route applies to performance shortfalls, not to the exploitation of a worker.

6. FAIR EMPLOYMENT CONDITIONS

Requirement	How It Is Applied
Written contract	Every worker receives a written employment contract before work begins, in a language they understand, stating wage rate, working hours, leave, and notice. Terms are never substituted after arrival
Lawful wages	Paid monthly through the Wages Protection System where applicable, in full and on time, per SP-POL-COMP-001
Working hours	Eight hours per day and forty-eight per week, reduced by two hours daily during Ramadan, with overtime compensated per UAE Labour Law and SP-POL-HR-001 Section 8

Rest and leave	Daily rest breaks, weekly rest, and the full statutory leave entitlements set out in SP-POL-HR-001 Section 10
Midday break rule	The UAE summer midday work ban is observed without exception on all Group and customer sites
Accommodation and welfare	Where the Group provides or arranges accommodation, it meets legal standards for space, sanitation, cooling, water, and fire safety, and is inspected. Workers are free to come and go
Transport	Crew transport is safe, roadworthy, and appropriately occupied, per SP-PRO-TRAVEL-001
Health and safety	Every worker receives induction, PPE, and training, and holds the right to remove themselves from imminent and serious danger without retaliation, per SP-MAN-OHS-001
Equal treatment	Recruitment, pay, promotion, and termination are on merit. Discrimination on grounds of gender, nationality, race, religion, age, disability, or marital status is prohibited, per SP-POL-HR-001 Sections 6.1 and 18

7. WORKER VOICE AND CONSULTATION

Trade unions and collective bargaining do not operate under UAE law. The Group therefore provides structured mechanisms through which workers are consulted and heard, and treats those mechanisms as a duty rather than a courtesy.

- Worker representatives participate in the development, implementation, and evaluation of the OH&S management system, per SP-MAN-OHS-001 Section 5.4.
- A safety committee meets monthly, with worker representation, and its recommendations feed the improvement process.
- Hazard and concern reporting is open to every worker, with an anonymous route available.
- A structured grievance process operates under SP-POL-HR-001 Section 19, with defined response times at every stage.
- The confidential ethics hotline is available to any worker, including agency and subcontractor personnel.
- Workers may raise a concern in their own language; interpretation is arranged where needed.

8. RISK ASSESSMENT AND DUE DILIGENCE

The Group assesses modern slavery and human rights risk across its own operations and its supply chain, and concentrates effort where exposure is greatest.

Risk Area	Exposure	Control
Manpower agencies and labour providers	Highest — recruitment in origin countries is where fee-charging and document retention occur	Classified Class A regardless of contract value; written labour confirmation required; verified at site visit; re-evaluated annually
Subcontractors on Group and customer sites	High — workers under our supervision but not on our payroll	Module M8 briefing at site induction; access to Group reporting channels; contractual obligation to this Policy
Equipment cross-hire partners	Moderate — operators supplied with plant	Vendor qualification under SP-PRO-VEND-001 Section 4.1
Spare parts and materials suppliers	Moderate — upstream manufacturing beyond direct sight	Qualification requirements; sustainability criterion in SP-FRM-SCC-001
Direct Group employment	Lower but not nil — contract substitution and document handling are the live risks	HR controls, contract issue in language understood, no document retention, grievance process
Logistics and transport providers	Moderate — driver hours and pay practice	Vendor qualification; safety and labour record reviewed

Due diligence is proportionate to risk: written confirmation for all Class A and Class B vendors, physical verification at site visit for Class A vendors and every labour provider, and annual re-evaluation through SP-FRM-SCC-001. Findings are recorded and escalated under SP-PRO-VEND-001 Section 7.

9. SUPPLY CHAIN REQUIREMENTS

Every supplier, contractor, and labour provider engaged by the Group must confirm in writing, and be able to evidence, that they:

- Employ no person below the legal minimum working age, and hold documentary proof of age for every worker.
- Use no forced, bonded, indentured, or involuntary labour.
- Do not retain workers' passports or identity documents.
- Charge no recruitment fee, deposit, or placement cost to any worker.

- Issue every worker a written contract in a language the worker understands, stating wage rates and hours.
- Pay wages lawfully and on time, through the Wages Protection System where it applies.
- Permit workers to raise concerns without retaliation, including through Group channels.
- Extend the same requirements to their own subcontractors and labour sources.

These requirements are given effect through SP-PRO-VEND-001 Section 4.1 (qualification), SP-FRM-SCC-001 Section 3 (annual scoring, with a minimum threshold), and SP-PRO-VEND-001 Section 7 (improvement, suspension, and de-listing).

10. TRAINING AND AWARENESS

- Module M4 — Human Rights and Ethical Labour Practice is delivered to every employee at induction and annually thereafter, with an extended session for managers and HR, under SP-PLN-SUSTRAIN-001.
- Module M5 — Equal Opportunity, Anti-Discrimination and Anti-Harassment is delivered on the same cycle.
- Module M7 — Supply Chain Sustainability and Supplier Conduct is delivered to procurement staff and Department Heads, and covers the red flags specific to labour providers.
- Module M8 — Subcontractor and Labour Provider Briefing is delivered at every site induction to personnel who are not Group employees.
- Training is delivered in a language each attendee understands, with interpretation and visual material where required. A signed attendance sheet without comprehension does not discharge this requirement.
- Completion is recorded in the Competence and Training Matrix (SP-REG-COMP-001) and reported to the Management Review.

11. REPORTING CONCERNS

Anyone — employee, agency worker, subcontractor personnel, supplier, or member of the public — who suspects that a person is being exploited in connection with Group operations must report it. Reporting is a duty, not a discretion.

Channel	Use	Availability
Line manager or Department Head	First route for most concerns	Immediate

HR Manager	Employment, wages, contract, accommodation, and grievance matters	Formal grievance acknowledged within 2 working days
Confidential Ethics Hotline — ethicsline@strongplant.ae	Any concern, including where internal routes have failed or feel unsafe	Anonymous reporting accepted
General Manager or CEO	Concerns involving senior management	Direct escalation
UAE MOHRE and relevant authorities	Where the Group has failed to act, or where the law requires notification	External route, always available

PROTECTION FROM RETALIATION

Any person who reports a concern in good faith is protected from retaliation of any kind — dismissal, demotion, transfer, reduction of hours, withdrawal of accommodation, threat to visa status, or any other adverse action. Retaliation is itself a disciplinary offence and, where it involves a supplier, grounds for immediate de-listing. This protection applies equally to workers who are not Group employees.

12. ACTION WHERE MODERN SLAVERY IS SUSPECTED OR FOUND

The following applies whenever an indicator of modern slavery is identified, whether in Group operations or in the supply chain. The affected worker comes first at every step.

Step	Action	Owner	Timescale
1. Secure the worker	Ensure the worker is safe, has access to their documents, and is not exposed to retaliation. Do not confront the suspected party in a way that puts the worker at risk	HR Manager / GM	Immediately
2. Escalate	Notify the General Manager and CEO. Do not handle a suspected case informally or locally	Whoever identifies it	Same day
3. Suspend	Where a supplier or labour provider is involved, suspend engagement and stop further worker deployment	Procurement / GM	Immediately

4. Investigate	Investigate objectively under SP-PRO-INC-001, interviewing the worker separately and in a language they understand, with independent interpretation	HR / independent investigator	Commence within 48 hours
5. Remediate	Reimburse any recruitment fee, return any retained document, pay any withheld wage, and restore the worker to the position they should have been in	HR Manager / Finance	Without delay
6. Report	Notify UAE authorities where the law requires it, and cooperate fully with any investigation	GM / CEO	As required by law
7. Decide	De-list the supplier under SP-PRO-VEND-001 Section 7 unless the finding is shown to be incorrect	GM	On conclusion
8. Learn	Raise an NCR under SP-PRO-NCR-001, correct the control that failed, and report to the Management Review	IMS Manager	Within 30 days

REMEDATION COMES BEFORE COMMERCIAL CONSEQUENCE

Terminating a supplier does not help a worker who has paid a recruitment fee or had wages withheld. The Group's first obligation is to make the worker whole. Commercial action follows remediation; it does not replace it.

13. GOVERNANCE AND MONITORING

Role	Responsibility
CEO	Owns this Policy, signs it, and is accountable for the Group's human rights performance
General Manager	Ensures implementation and resources; decides on suspension and de-listing; escalation point for any suspected case
HR Manager	Employment conditions, contracts, wages, accommodation, grievance process, and training delivery; leads remediation
Procurement Manager	Vendor qualification, labour confirmations, site verification, and annual evaluation
IMS Manager	Monitors performance, maintains records, reports to Management Review, raises NCRs

Operations Manager	Conditions on Group and customer sites, including subcontractor and agency personnel
All Managers and Supervisors	Recognise indicators, intervene, and escalate — never overlook
All Workers	Report any concern through any available channel

Indicator	Target	Reported
Workers found to have paid a recruitment fee	Zero, with full reimbursement where found	Quarterly
Instances of document or passport retention	Zero	Quarterly
Class A vendors and labour providers with verified labour confirmation	100%	Quarterly
Employees completing Module M4 and M5 training	100%	Annually
Subcontractor personnel receiving Module M8 briefing	100%	Continuous
Concerns raised, and concerns closed with the worker remediated	All raised, all closed	Quarterly
Confirmed modern slavery findings	Zero — every finding investigated and remediated	Immediately, then quarterly

14. PUBLIC AVAILABILITY AND DISCLOSURE

- This Policy is signed by the CEO and published on the Group website at strong-plant.com, freely accessible without request.
- It is displayed at all workplaces and worker accommodation, and communicated at induction and in toolbox talks.
- It is issued to every supplier, contractor, and labour provider at qualification, and forms part of their engagement terms.
- It is provided to customers and tendering bodies on request and in response to sustainability questionnaires.

- Performance against the indicators in Section 13 is summarised in the annual public summary produced under SP-REG-ENVPERF-001 Section 10.
- Where a client requires a statement under the UK Modern Slavery Act 2015 or comparable legislation, this Policy and that summary form its basis.

15. REVIEW

This Policy is reviewed annually at the Management Review Meeting (SP-PRO-MRM-001), and whenever UAE labour law changes, a confirmed finding arises, or the Group's operations or supply chain change materially. Effectiveness is measured through the indicators in Section 13, grievance and hotline data, vendor evaluation outcomes, internal audit findings, and worker feedback.

16. RELATED DOCUMENTS AND STANDARDS

- SP-POL-HR-001 — Group Human Resources Policy
- SP-POL-COMP-001 — HR Compensation and Benefits Policy
- SP-POL-ABC-001 — Anti-Bribery and Anti-Corruption Policy
- SP-PRO-VEND-001 — Supplier and Vendor Management Procedure
- SP-FRM-SCC-001 — Supplier & Contractor Evaluation Form
- SP-PLN-SUSTRAIN-001 — Sustainability, Human Rights and Inclusion Training Plan
- SP-PRO-INC-001 — Incident Reporting and Investigation Procedure
- SP-PRO-NCR-001 — Non-Conformance and Corrective Action Procedure
- SP-MAN-OHS-001 — OH&S Management System Manual (ISO 45001:2018)
- SP-REG-ENVPERF-001 — Environmental and Sustainability Performance Report
- SP-REG-SDG-001 — UN Sustainable Development Goals Alignment Register (SDG 8)
- UN Guiding Principles on Business and Human Rights
- ILO Declaration on Fundamental Principles and Rights at Work; ILO Conventions No. 29, 105, 138, 182
- UAE Federal Decree-Law No. 33 of 2021 — Regulation of Labour Relations
- UAE Federal Law No. 51 of 2006 — Combating Human Trafficking Crimes
- UK Modern Slavery Act 2015 — Section 54 (where applicable to client requirements)

17. CEO ENDORSEMENT

This Policy carries my personal endorsement. Every person working for Strong Plant Group, and every organisation supplying us, is expected to uphold it without exception. Where we fall short, I expect it to be reported, and I expect us to put it right.

Role	Name & Title	Signature	Date
Approved By — CEO			
Reviewed By — General Manager			
Prepared By — Group HR & IMS			