



Supplier and Contractor Code of Conduct

APPROVALS:

Please refer to the document titled “GSR-GSR-STD-001-Document Control” for who needs to be in the approval list.

Title	Name	Date	Signature
Chief Executive Officer	Andrew Wray	1 December 2021	

REVISIONS:

Revision	Revised By	Description	Affected Areas	Date
01	EVP, Head of Sustainability	New document	All	December 2021

REVIEW PERIOD:

Please refer to the document titled “GSR-GSR-STD-001-Document Control” for the generic review period. This review period may be shortened and if so will be listed below.

Generic Review Period for this document type	Review Period for this Document (must be equal to or less than the generic)	Next Review Date	Responsible to facilitate Review
2 years	2 years	December 2023	EVP, Head of Sustainability

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1 INTRODUCTION AND CONTEXT

Golden Star is committed to fairness, collaboration, caring, honesty, and respect and we expect the highest standards of personal and professional ethical behaviour throughout our business and within our supply chain.

Our suppliers and contractors are not only critical to our business success but also pose material risks to our business through their practices and performance. Golden Star recognises our role as a catalyst for rural economic stimulus in our host communities and it is through our relationships with our supply chain and procurement that we can achieve significant multipliers in the positive impact of the company on local, regional and national economies.

As we and our suppliers and contractors operate in environments with differing legal, cultural and business practices, Golden Star understands the need to ensure that our partnerships and relationships are culturally and traditionally acceptable, whilst in accord with the tenets of national and international anti-corruption and human rights law.

In embracing the United Nations Global Compact, Golden Star has committed to support our suppliers and contractors so that they also conduct their business in a manner that respects human rights and maintains business integrity through ethical business conduct. In providing this support we expect our supply chain partners to operate in a manner that upholds our values – both in their business dealings with Golden Star and in any dealings on our behalf. To ensure all persons involved in our supply chain, including suppliers and contractors, are informed of Golden Star’s expectations, all our suppliers and contractors are required to adhere to this Supplier and Contractor Code of Conduct as a condition to doing business with Golden Star.

2 PURPOSE

The purpose of this policy is to ensure that all persons involved in the Golden Star supply chain, including suppliers and contractors to Golden Star Resources, its subsidiaries and affiliates (hereafter “Golden Star”), operate responsibly, lawfully and with integrity in any business for or in connection with Golden Star.

This Supplier and Contractor Code of Conduct (“Code of Conduct”) outlines the business and ethical standards at the core of Golden Star’s values, and is intended to govern the conduct of all persons in our supply chain. This Code of Conduct sets standards that must be followed and will form the basis of assessment and due diligence for participation in the Golden Star supply chain.

3 SCOPE

This Code of Conduct applies to any individual or entity that provides, or is seeking to provide, goods and/or services to Golden Star, or on behalf of Golden Star, either directly or as a subcontractor. These individuals or entities are referred to collectively as a “supplier” hereafter and include but are not limited to registered businesses, private businesses, community service organisations, non-government organisations, and charitable organisations regardless of whether engaged via contract, purchase order, agreement, memorandum of understanding or any other form of engagement.

Government agencies and institutions and Government utilities do not fall within this scope being instead governed under the Golden Star Standard for Discretionary Payment.

Financial institutions, other Golden Star entities, joint venture partners and other mining companies are not considered to be classified as suppliers for the purposes of this Code of Conduct.

4 EXTERNAL LEGISLATION AND STANDARDS

Golden Star is subject to applicable foreign and domestic laws and voluntary adopted standards and codes including those relating to ethical conduct within the supply chain, key of which are listed in Table 4.1.

Golden Star requires that suppliers comply with all relevant laws and regulations in all the jurisdictions in which they carry out activity for, or on behalf of, Golden Star, in addition to the requirements of this Code of Conduct and the contractual obligations forming any goods or services provision for Golden Star, whichever is more stringent.

Table 4.1: External Legislation and Standards

Standard	Title
International law	Universal Declaration of Human Rights
Convention	ILO Core Conventions
Legislation	United States of America Foreign Corrupt Practices Act (FCPA)
Legislation	Canada Corruption of Foreign Public Officials Act (CFPOA)
Legislation	United Kingdom Bribery Act
Standard	United Nations Global Compact
Standard	OECD Guidelines for Multinational Enterprises
Standard	UNHRC Guiding Principles on Business and Human Rights
Standard	Voluntary Principles on Security and Human Rights
Standard	World Gold Council, Responsible Gold Mining Principles
Standard	World Gold Council's Conflict-Free Gold Standard

5 SUPPORTING GSR DOCUMENTS

This Policy is supported by and should be read in conjunction with other Golden Star corporate policies and standards listed in Table 5.1.

Table 5.1: Supporting GSR documents

Standard	Title
Golden Star	Business Conduct and Ethics Policy
Golden Star	Anti-Corruption Policy
Golden Star	Policy on Safety, Health and Wellbeing
Golden Star	Policy on the Environment
Golden Star	Policy on Human Rights
Golden Star	Policy on Inclusion and Diversity
Golden Star	Policy on Community Relations
Golden Star	Policy on Community Development and Support
Golden Star	Policy on Security
Golden Star	Golden Star Risk Matrix
Golden Star	Procurement Risk Principles and Governance Criteria

6 ACCOUNTABILITIES

Position	Accountability
Board of Directors	Establish the risk appetite and tolerances for Golden Star.
Chief Executive Officer	Policy owner and approver.
Executive Committee	Review policy as per requirements. Ensure policy aligns with Golden Star's policy commitments related to governance, human rights and sustainability. Establish Non-Conformance Acceptability Criteria consistent with the risk appetite determined by the Board of Directors, Company Policy and adopted Standards and the law, whichever is more stringent.
Chief Financial Officer	Establish and maintain mechanisms and systems for vendor and supplier due diligence in accordance with this standard.
Vice President Finance	Establish systems to ensure new vendors are informed of and have access to this Policy and associated requirements. Establish systems to support Suppliers in awareness and provision of evidence of conformance to the requirements of this Policy. Establish systems to ensure that this Code of Conduct forms part of all contracts (or equivalent), for any and all goods and services utilized by Golden Star.

Position	Accountability
General Manager	Provide resources to ensure policy implementation by their business unit.
Group Manager Finance	Ensure the promotion of compliance with the Code of Conduct by suppliers. Establish systems to ensure that the necessary action (as per the Non-Conformance Acceptability Criteria) is taken to sanction suppliers that fail to conform to the Policy requirements.
Due Diligence Service Provider	Render due diligence services to Golden Star as per their contract and in accordance with this Policy. Establish systems that screen for and seek evidence of conformance by Golden Star suppliers to the standards established by this Policy.
All	Abide by and support the Policy intent.

7 DEFINITIONS

Terminology	Definition
Facilitation payment	A payment made to expedite or secure the performance by a foreign public official of an act of a routine nature that is part of the foreign public official's duties or functions. Facilitation payments are prohibited under the CFPOA and the UK Bribery Act.
Human right	Human rights are rights by virtue of existence as human beings - they are not granted by any state or person. These universal rights are inherent to all persons, regardless of nationality, gender, national or ethnic origin, color, religion, language, or any other status. They range from the most fundamental - the right to life - to those that make life worth living, such as the rights to food, education, work, health, and liberty.
Human right abuse	Any action or inaction that results in the failure to protect, respect and fulfill human rights obligations of any individual.
Maximum reasonable outcome	Maximum reasonable outcome for Golden Star, should the event transpire, expressed as a risk using the Golden Star Risk Matrix. Reasonable speaks to an event that could happen or has been known to happen to businesses of Golden Star's type. Outcome reflects the impact to Golden Star and its stakeholders as a result of the event occurring.
Risk appetite	The amount of risk that an organisation is willing to seek or accept in the pursuit of its long term objectives. Within Golden Star this is established by the Board of Directors with the ExCo.
Risk tolerance	The boundaries of risk taking, outside of which the organisation is not prepared to venture in the pursuit of its long term objectives. Within Golden Star this is established by the Board of Directors with the ExCo.
Supplier	Refers to all vendors as described in Section 3 – Scope, i.e. any individual or entity that provides, or is seeking to provide, goods and/or services to Golden Star, or on behalf of Golden Star, either directly or as a subcontractor.

8 HEALTH AND SAFETY

Suppliers shall provide workers a safe and healthy working environment consistent with Golden Star's Policy on safety, health and wellbeing and internationally recognised standards adopted by Golden Star, whichever is higher.

It is Golden Star's expectation that suppliers will:

- Have appropriate health and safety policies or will adopt those of Golden Star.
- Comply with all laws and regulations relating to health and safety.
- Comply with all Golden Star safety, health and wellbeing standards, when completing work at any Golden Star operation.
- Implement programs to identify hazards and manage risks through the implementation of controls based on the hierarchy of controls.
- Provide adequate and regular training to ensure that workers are adequately trained on health and safety issues.
- Proactively support and encourage participation by their site-based personnel in training provided by Golden Star on health and safety.
- Ensure that, where it provides accommodation, facilities shall be clean, safe and meet the basic needs of the workers, and, where appropriate, of their families.

9 GOVERNANCE AND INTEGRITY

Suppliers shall uphold the highest standards of ethics and integrity in the conduct of all business activities with or on behalf of Golden Star.

It is Golden Star's expectations that suppliers will:

- Have appropriate anti-corruption and ethical behaviour policies or will adopt those of Golden Star.
- Comply with all applicable laws and regulations relating to ethical business practice, including anti-corruption laws, anti-trust and fair competition laws.
- Always perform in a manner consistent with the Golden Star Policy on Anti-Corruption and the Code of Business Conduct and Ethics.
- Have zero tolerance to corruption of any type, including any offering, paying, soliciting or accepting bribes, kickbacks, or other prohibited payments or activities to or from any person.
- Not make facilitation payments or undertake facilitation of any type in support of any contracts or engagement with Golden Star. Furthermore, Golden Star encourages our suppliers to prohibit and at a minimum, discourage the use of facilitation payments, as they undermine the rule of law and can affect all subsequent business dealings.
- Report any known or potential conflicts of interest of Golden Star employees.
- Act in a manner consistent with Golden Star's Standard for Discretionary Payments.
- Comply with any confidentiality and intellectual property agreements with Golden Star.
- Not disclose any Golden Star information that may be proprietary in nature or not publicly available without Golden Star's informed, written consent, and in accordance with laws.
- Proactively support and encourage participation by their site-based personnel in training provided by Golden Star on governance and ethics.

9.1 Anti-Corruption and Anti-Bribery

Golden Star has a zero-tolerance approach to bribery and corruption and is committed to doing business ethically, even if this means not gaining new business, not using the services of certain agents or business partners or incurring delays in carrying on existing business.

All Golden Star's contract templates contain the principles of the Company's Anti-Corruption Policy which is based on applicable anti-bribery and anti-corruption legislation including the United States Foreign Corrupt Practices Act, the UK Anti-Bribery Act and the Canadian Corruption of Foreign Public Officials Act.

Suppliers are expected to comply with all relevant legislation, the Golden Star Anti-Corruption Policy and the relevant provisions in company contracts. In addition, suppliers are expected to report any suspected violations of such anti-bribery and anti-corruption obligations and standards as outlined in Section 16.

Golden Star encourages its suppliers to have a comprehensive commitment to eradicate all bribery and corruption including, among other initiatives, maintaining an anti-bribery and anti-corruption policy, maintaining a whistle-blowing hotline or other mechanism for internal reporting, and by encouraging any parties that the supplier works with in supplying goods and services to Golden Star to also comply with all applicable legal and ethical standards to prevent bribery and corruption.

10 HUMAN RIGHTS AND LABOUR STANDARDS

Suppliers shall uphold the principles enshrined in the Universal Declaration of Human Rights in the conduct of all business activities with or on behalf of Golden Star including supporting the protection of the fundamental human rights of all persons in their supply chain and will specifically identify those who may be vulnerable to abuse.

It is Golden Star's expectations that suppliers will:

- Have zero tolerance to any form of abuse including, but not limited to, harassment, discrimination, intimidation as well as mental, physical or verbal abuse.
- Treat workers and any person involved in the supply chain humanely.
- Establish grievance procedures through which workers can report violation of their rights.
- Assess and manage the risk of operating in high-risk countries or regions, including those in or recovering from conflict and those with weak governance, to ensure they are not complicit in any violation.
- Proactively support and encourage participation by their site-based personnel in training provided by Golden Star on human rights and labour standards.

10.1 Human Rights

In relation to human rights Golden Star specifically requires all its suppliers to:

- Respect all human rights as expressed in the International Bill of Human Rights, ILO Declaration on Fundamental Principles and Rights at Work, and standards of international humanitarian law, even when national laws do not explicitly require the protection of these rights.
- Implement working hours that conform with applicable laws.
- Pay workers in compliance with applicable laws, including laws related to minimum wage, overtime and benefits.

10.2 Child Labour

Specifically in relation to child rights, Golden Star requires its suppliers to:

- Have zero tolerance to child labour.
- Respect and adhere to the minimum age of employment in compliance with law.
- Investigate any identified cases of child labour in its operations, to explore alternatives that cease the child labour and simultaneously minimise further impact to the affected children who may be more vulnerable without intervention. Such alternatives may include apprenticeship programs that ensure the basic education of the child worker, hiring adult members of the family of any child found to be working for the company or others.

10.3 Forced Labour

In relation to forced labour Golden Star specifically requires all its suppliers to:

- Have zero tolerance to forced labour of any kind.
- Not engage in or use any form of forced or compulsory labour including, military or slave labour, forced prison labour, bonding, slavery, servitude and/or human trafficking.
- Not require or encourage people to lodge deposits of money, travel documents, identity papers or similar personal documents or make tithe payments of any type, in order to gain or maintain their employment.

10.4 Freedom of Association and Collective Bargaining

With respect to freedom of association and collective bargaining, Golden Star specifically requires all its suppliers to:

- Recognise and respect the right of workers to establish and/or join organisations of their own choosing without fear of harassment or reprisal.
- Recognise and respect the right of workers to engage in collective bargaining.
- Where trade unions are prohibited under law, or only state authorized organizations are allowed, suppliers shall establish within the law, alternative mechanisms allowing employees associate and meet with management to discuss issues.

10.5 Inclusion, Diversity and Equal Opportunity

Specifically in relation to inclusion, diversity and equal opportunity, Golden Star requires its suppliers to:

- Have zero tolerance to discrimination based on race, colour, gender, religion, national extraction, social origin, sexual orientation, age, or disability, or discrimination against any class protected by applicable law.
- Show commitment to equal opportunities for all.
- Comply with all applicable laws and respect the rule of law.

11 ENVIRONMENTAL PROTECTION

Golden Star is committed to meeting or surpassing regulatory requirements in all of its activities, while safeguarding the local environment for our stakeholder communities and future generations. Consistent with these values, suppliers shall take a precautionary approach towards environmental challenges and adopt a continuous improvement approach - to minimise environmental impact and promote sustainability.

It is Golden Star's expectations that suppliers will:

- Have appropriate environmental or pollution prevention policies or will adopt those of Golden Star.
- Act in a manner consistent with the Golden Star Policy on Environment.
- Comply with all applicable laws and regulations relating to environmental management, including pollution prevention and biodiversity conservation laws.
- Comply with all applicable laws and regulations relating to product safety and stewardship, and specifically those relating to:
 - identification and communication of substances found in supplier products,
 - restriction /prohibition of use of specific substances,
 - labelling and demarcation,
 - safe handling and emergency management,
 - transport, storage, recycling / reuse and disposal.
- Comply with all Golden Star environmental standards, when completing work for Golden Star or at any Golden Star operation.
- Proactively support and encourage participation by their site-based personnel in training provided by Golden Star on environmental management and protection.

12 COMMUNITY

Golden Star is committed to being a part of the community in which it operates by maintaining and building strong relationships with other members of the community, based on mutual respect and recognition of each other's rights and by engaging in active partnerships. In order to achieve these commitments, we are committed to creating a culture that makes community relations and the protection of human rights an integral part of the way we and those representing us, do work.

It is Golden Star's expectations that suppliers will:

- Have appropriate community relations policies or will adopt those of Golden Star.
- Act in a manner consistent with the Golden Star Policy on Community Relations and the Policy on Community Development and Support.
- Comply with all laws and regulations relating to the rights of members of the community and members of the public.
- Comply with all Golden Star community relations standards, applicable community Agreements and Memoranda of Understanding and company grievance systems when completing work for Golden Star or at any Golden Star operation.
- Implement programs to engage with stakeholders on their activities in a culturally appropriate manner, respecting the values, traditions and cultures of the local and indigenous communities in which they operate.
- Proactively support and encourage participation by their site-based personnel in training provided by Golden Star on community relations.
- Wherever appropriate, support and engage in partnerships with the communities in which they operate to contribute to host community development.

12.1 Grievance Management

Golden Star recognises that trust and the maintenance of good working relationships with host communities requires the resolution of challenges through tolerant and respectful dialogue.

In this regard, Golden Star encourages its suppliers to maintain and build respectful relationships through the commitment to free, prior and informed consent, the provision of appropriate avenues for stakeholders to raise grievances, and the systems to protect, respect and remedy impacts caused by their operations, contributed to by their operations and/or resulting from the activity of others directly linked to their operations.

13 SECURITY

Integral to Golden Star's values is the understanding that individual freedoms are essential to collective security.

It is Golden Star's expectations that suppliers will:

- Have appropriate security policies or will adopt those of Golden Star.
- Act in a manner consistent with the Golden Star Policy on Security.
- Comply with all laws and regulations relating to security and human rights.
- Comply with all Golden Star security and human rights standards, when completing work for Golden Star or at any Golden Star operation.
- Proactively support and encourage participation by their site-based personnel in training provided by Golden Star on security and human rights.

13.1 Security Services

In addition to the requirements noted in Section 13, suppliers involved in the provision of security services shall:

- Implement a prevention focused approach to the protection of people and assets that is grounded in adaptation to the prevailing context, risk assessment and surveillance.
- Act at all times in a manner consistent with the Voluntary Principles on Security and Human Rights and the Rule of Law.
- Ensure personnel involved in security activities maintain at all times high standards of professional, ethical and systematic security practice.
- Report security and human rights threats in a timely manner.
- Support the conduct of quality investigations to identify root causes and implement corrective actions.
- Support regularly review and audit of security and grievance systems, procedures and performance, relative to our policies on Community Relations and Human Rights.

13.2 Supplier Services in Conflict-Affected Areas

In addition to the requirements noted elsewhere in Section 13, suppliers involved in the provision of services in areas that Golden Star identifies as being *conflict-affected or high risk*¹, shall:

- Participate in assurance processes to ensure that Golden Star and the Supplier do not cause, support or benefit unlawful armed conflict or contribute to serious human rights abuses or breaches of international humanitarian law.
- Participate in due diligence (Section 14) to ensure that the Supplier and its' personnel have not been involved or associated with financing or benefiting armed groups involved in serious human rights abuses or breaches of international humanitarian law.
- Participate in programs to publicly disclose payments made to governments, unless prohibited from doing so by law.

14 DUE DILIGENCE

14.1 Golden Star Due Diligence Processes

Suppliers may be asked to supply information necessary for Golden Star or its auditors/assurance providers and/or customers to comply with laws and regulations regarding:

- Environmental protection including but not limited to consumption of chemicals and water and discharges to emissions to land, air and water;
- Product stewardship including but not limited to the composition of and substances used in goods provided to Golden Star or used at Golden Star operations;
- People including but not limited to Supplier practices regards labour, human rights, communities, indigenous peoples, security, safety and health and management of grievances;
- Business conduct and ethics including but not limited to Supplier practices related to governance, ethical business operations, anti-corruption and disclosure of conflict of interest.

Suppliers shall reasonably cooperate with Golden Star to provide such requested information in a timely manner and reasonable format.

To ensure compliance with the requirements of this Code of Conduct, suppliers may periodically be audited or required by Golden Star to participate in, certify or provide information relevant to

¹ Assessment conducted in accordance with the World Gold Council Conflict Free Gold Standard

compliance with this Supplier Code of Conduct via the company adopted supplier due diligence systems.

Golden Star will ensure that revisions of this Supplier Code of Conduct are directly supplied or made accessible to suppliers in a timely manner.

14.2 Supplier Due Diligence Processes

Golden Star's suppliers are requested to conduct their own ongoing due diligence, particularly in the arena of human rights in adherence to the UNGPs, and through that process to:

- identify their human rights risks and challenges,
- prioritise action based on severity of the impact.

15 REPORTING

Golden Star requires that its' Suppliers report identified non-conformances (deviations or violations) from this Code of Conduct to Golden Star via the documented process for communication specified in their contract or engagement documentation.

Further, if a supplier becomes aware of a human rights risk to which Golden Star is directly or indirectly linked, it must additionally immediately inform Golden Star at Supplier@gsr.com

As Golden Star requires of our Suppliers, Golden Star also maintains a grievance mechanism, and in the event that reporting of deviations via the normal mechanism is unsuccessful, the Supplier should report the issue via the Golden Star Grievance Mechanism.

16 NON-CONFORMANCE

16.1 Investigation of Allegations

If Golden Star becomes aware of allegations of non-conformance with this Supplier Code of Conduct, via any mechanism, it reserves the right to investigate the allegation(s). Such investigations may include, but are not limited to:

- requests for relevant documents and records,
- visit and/or inspection of Supplier sites and facilities, and/or
- interviews of supplier employees.

Such requests shall not be unreasonably refused by the supplier.

16.2 Response to Non-Conformance

In the event that any allegation of non-conformance to this Supplier Code of Conduct is proven or substantiated, Golden Star will respond in accordance with the Non-Conformance Acceptability Criteria (Attachment 1) established on the basis of:

- Impact
- Risk
- Rights
- Rule of Law.

The risk appetite has been defined by the Golden Star Board of Directors.

Failure to adhere to this Supplier Code of Conduct as well as failure to remedy non-conformance where identified, will trigger any of the following responses by Golden Star:

- Issuance of informal advice from Golden Star, or their Due Diligence Service Provider, to the Supplier encouraging action.
- Issuance of a formal advice from Golden Star, or their Due Diligence Service Provider, to the Supplier recommending action.
- Issuance of a formal non-conformance notification to the Supplier specifying action.
- Requirement for ongoing reporting and provision of evidence of action by the Supplier to correct and remedy impacts of deviation and prevent recurrence.
- Disqualification of a Supplier.
- Termination of any existing Supplier arrangements.

Additionally:

- Failure to rectify any non-conformance, and/or repeat non-conformances, and/or multiple non-conformances will result in escalation of severity of response by Golden Star.
- Where any non-conformance transgresses law, Golden Star will make all necessary reports required by law.

16.3 Modification of the Response to Non-Conformance

Any proposal to modify Golden Star's response to a non-conformance that has been classified as a maximum reasonable outcome (MRO) to Golden Star of H-23 or higher, may only be approved by the Golden Star Chief Executive Officer, or delegate, in conjunction with the Board of Directors.

17 ATTACHMENT: NON-CONFORMANCE MANAGEMENT CRITERIA FRAMEWORK

Response to Non-Conformance Identified for Direct Suppliers

Risk Area	Risk Classification - Primary	Risk Tolerance	Consequence	Likelihood	MRO	Required Response by Golden Star	
						Engagement	Retention
Modern slavery / forced labour	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Child labour / abuse of the rights of minors	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Indigenous peoples' rights removal	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Human trafficking	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Trafficking / manufacture of illicit substances	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Bribery /corruption of public officials	Business ethics	Avoid	4	A	H - 23	Non-conforming - do not engage	Terminate contract
Tax evasion	Business ethics	Avoid	4	A	H - 23	Non-conforming - do not engage	Terminate contract
Company or Director corruption or bribery	Business ethics	Avoid	4	A	H - 23	Non-conforming - do not engage	Terminate contract
Senior leadership/ Company Officer corruption or bribery	Business ethics	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Terminate contract
Employee (non-leadership) acceptance of bribes	Business ethics	Conservative	3	A	H - 20	Recommend corrective action	Recommend corrective action
Money laundering	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Weapon manufacturer or supplier	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Manufacturer of tobacco/cigarettes/cannabis products	Human rights	Conservative	3	A	H - 20	Recommend corrective action	Recommend corrective action
Involvement in /or funding of terrorism	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Anti-competitive behaviours, price fixing, bid rigging	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Falsification of company financial / business records	Business ethics	Averse	4	A	H - 23	Non-conforming - do not engage	Terminate contract
Company fraud including pyramid schemes	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Senior leadership / Company Officer prosecuted for theft or fraud	Business ethics	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Employee (non-leadership) prosecuted for theft or fraud	Business ethics	Conservative	3	A	H - 20	Recommend corrective action	Recommend corrective action
Company bankruptcy	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Senior leadership /Company Officer bankruptcy	Business ethics	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Making of political contributions	Business ethics	Averse	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Prosecuted over major environmental impact/destruction	Environment	Averse	5	A	H - 25	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Raw materials posing major health risk	Security/safety/health	Averse	5	A	H - 25	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Illegal / unethical human product testing	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Fraudulent advertising of product components/constituents and impact	Security/safety/health	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Connection to organised crime	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Prosecuted over major multiple fatality incident	Security/safety/health	Averse	5	A	H - 25	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Prosecuted over single fatality incident	Security/safety/health	Conservative	4	A	H - 23	Recommend corrective action	Recommend corrective action
Destruction of site of International cultural value	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Unauthorised destruction of site of National cultural value	Human rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Destruction of site of International environmental value	Environment	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Unauthorised destruction of site of National environmental value	Environment	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Impact to Ramsar wetland	Environment	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Impact to UNESCO Biosphere Reserve	Environment	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Impact to UNESCO World Heritage Site/Values	Environment	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Unauthorised impact to National Park	Environment	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Irreversible impact to species of International conservation significance	Environment	Averse	5	A	H - 25	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Supplier of fossil fuels without Paris Accord commitment	Environment	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Illegality in regard to financial records	Business ethics	Avoid	4	A	H - 23	Non-conforming - do not engage	Terminate contract
Animal abuse / unethical use of animals	Labour rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Failure to remunerate workers in accordance with laws	Labour rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Prevention of legal right to freedom to associate	Labour rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Prevention of legal right to freedom to collectively bargain	Labour rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Non-conformance in relation to other legal employment rights	Labour rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Company or senior leadership involvement in child abuse	Human rights	Averse	5	A	H - 25	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Company culture of systemic (sexual) harassment	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Company culture of systemic discrimination	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Senior leadership prosecuted for child abuse	Human rights	Conservative	4	A	H - 23	Recommend corrective action	Recommend corrective action

Risk Area	Risk Classification - Primary	Risk Tolerance	Consequence	Likelihood	MRO	Required Response by Golden Star	
						Engagement	Retention
Senior leadership prosecuted for (sexual) harassment	Human rights	Conservative	3	A	H - 20	Recommend corrective action	Recommend corrective action
Senior leadership prosecuted for discrimination	Human rights	Conservative	3	A	H - 20	Recommend corrective action	Recommend corrective action
Removal of right to water / impact to community water supplies	Human rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Major impact to livelihoods	Human rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Controversy related to vulnerable peoples	Human rights	Averse	5	A	H - 25	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Prosecution by civil or human rights tribunal	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Case at National civil or human rights tribunal - ruling yet to occur	Human rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Employees required to work in grossly sub-standard conditions	Human rights	Avoid	5	A	H - 25	Non-conforming - do not engage	Set timebound, contract contingent corrective action
Employees not provided with minimum PPE	Human rights	Averse	3	A	H - 20	Recommend corrective action	Recommend corrective action
Evidence of anti-trust violation	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Evidence of insider-trading	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Evidence of attempt to undertake facilitation for the Supplier or on behalf of Golden Star	Business ethics	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Failure to comply with confidentiality or intellectual property obligations to Golden Star	Business ethics	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Company culture of failure to address genuine employee grievances	Human rights	Averse	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Causing, supporting, benefiting or complicit in serious human rights abuses or breaches of international humanitarian law	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Causing, supporting, benefiting or complicit in unlawful armed conflict	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - do not engage	Terminate contract
Failure to disclose payments made to Governments, where required to do so under law.	Business ethics	Avoid	4	A	H - 23	Provide feedback that eligibility contingent on risk rectification	Set timebound, contract contingent corrective action
Failure to report knowledge of any violations against the Code of Conduct	Human rights	Conservative	3	A	H - 20	Recommend corrective action	Recommend corrective action

Response to Non-Conformance Identified for Indirect Suppliers

Risk Area	Risk Classification - Primary	Risk Tolerance	Consequence	Likelihood	MRO	Indirect supplier risk (i.e. sub-contractor or subsidiary of direct supplier)	
						Engagement	Retention
Modern slavery / forced labour	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Child labour / abuse of the rights of minors	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Indigenous peoples' rights removal	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Human trafficking	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Trafficking / manufacture of illicit substances	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Bribery / corruption of public officials	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Tax evasion	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Company or Director corruption or bribery	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Senior leadership/ Company Officer corruption or bribery	Business ethics	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Employee (non-leadership) acceptance of bribes	Business ethics	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Money laundering	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Weapon manufacturer or supplier	Security/safety/health	Averse	4	A	H - 23	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Manufacturer of tobacco/cigarettes/Cannabis products	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Involved in funding of terrorism	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party

Risk Area	Risk Classification - Primary	Risk Tolerance	Consequence	Likelihood	MRO	Indirect supplier risk (i.e. sub-contractor or subsidiary of direct supplier)	
						Engagement	Retention
Anti-competitive behaviours, price fixing, bid rigging	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Falsification of company financial / business records	Business ethics	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Company fraud including pyramid schemes	Business ethics	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Senior leadership / Company Officer prosecuted for theft or fraud	Business ethics	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Employee (non-leadership) prosecuted for theft or fraud	Business ethics	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Company bankruptcy	Business ethics	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Senior leadership /Company Officer bankruptcy	Business ethics	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Making of political contributions	Business ethics	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Prosecuted over major environmental impact/destruction	Environment	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Raw materials posing major health risk	Security/safety/health	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Illegal / unethical human product testing	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Fraudulent advertising of product components/constituents and impact	Security/safety/health	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Connection to organised crime	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Involvement in /or funding of terrorism	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Prosecuted over major multiple fatality incident	Security/safety/health	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Prosecuted over single fatality incident	Security/safety/health	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Destruction of site of International cultural value	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Unauthorised destruction of site of National cultural value	Human rights	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Destruction of site of International environmental value	Environment	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Unauthorised destruction of site of National environmental value	Environment	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Impact to Ramsar wetland	Environment	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Impact to UNESCO Biosphere Reserve	Environment	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Impact to UNESCO World Heritage Site/Values	Environment	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Unauthorised impact to National Park	Environment	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Irreversible impact to species of International conservation significance	Environment	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Supplier of fossil fuels without Paris Accord commitment	Environment	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Illegality in regard to financial records	Business ethics	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Animal abuse / unethical use of animals	Labour rights	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Failure to remunerate workers in accordance with laws	Labour rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Prevention of legal right to freedom to associate	Labour rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Prevention of legal right to freedom to collectively bargain	Labour rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification

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						Engagement	Retention
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Company or senior leadership involvement in child abuse	Human rights	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Company culture of systemic (sexual) harassment	Human rights	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Company culture of systemic discrimination	Human rights	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Senior leadership prosecuted for child abuse	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Senior leadership prosecuted for (sexual) harassment	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Senior leadership prosecuted for discrimination	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Removal of right to water / impact to community water supplies	Human rights	Conservative	3	A	H - 20	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Major impact to livelihoods	Human rights	Conservative	3	A	H - 20	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Controversy related to vulnerable peoples	Human rights	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Prosecution by civil or human rights tribunal	Human rights	Averse	4	A	H - 23	Non-conforming - do not engage whilst supplier continues arrangement with non-conforming party	Terminate contract - do not re-engage whilst supplier continues arrangement with non-conforming party
Case at National civil or human rights tribunal - ruling yet to occur	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Employees required to work in grossly sub-standard conditions	Human rights	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Employees not provided with minimum PPE	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Evidence of anti-trust violation	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Evidence of insider-trading	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Evidence of attempt to undertake facilitation for the Supplier or on behalf of Golden Star	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Failure to comply with confidentiality or intellectual property obligations to Golden Star	Business ethics	Averse	4	A	H - 23	Supplier to provide evidence not complicit	Supplier to set timebound, contract contingent corrective action with non-conforming party
Company culture of failure to address genuine employee grievances	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification
Causing, supporting, benefiting or complicit in serious human rights abuses or breaches of international humanitarian law	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Causing, supporting, benefiting or complicit in unlawful armed conflict	Security/safety/health	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Failure to disclose payments made to Governments, where required to do so under law.	Business ethics	Avoid	5	A	H - 25	Non-conforming - don't engage while supplier has arrangement with non-conforming party	Terminate contract - don't re-engage while supplier has arrangement with non-conforming party
Failure to report knowledge of any violations against the Code of Conduct	Human rights	Conservative	3	A	H - 20	Supplier to recommend corrective action and demonstrate rectification	Supplier to recommend corrective action and demonstrate rectification