



MAY 2025



Ethics Charter



PREAMBLE

As a profit-for-purpose carbon project originator and trader, WeAct is committed to the highest standards of integrity in its engagement with clients, communities and our team.

The following Ethics Charter is intended to provide a framework that helps us maintain these standards; and enables us to contribute to our vision of a climate-positive world where resilient ecosystems and clean technologies empower thriving communities. This is a critical foundation of our values-based approach to doing business, which includes:

- patient, open, honest and respectful communication;
- a confident, passionate, tenacious and pragmatic engagement style;
- highly valuing knowledge, intelligence and technical expertise;
- remaining agile and flexible business leaders and climate explorers; and
- maintaining a commitment to life/work balance with minimal stress; and
- that we do no harm to ourselves or others.

The Charter includes a set of integrity, transparency and accountability principles that guide us on our mission to build long-term relationships with communities, businesses and governments, that will:

- Support high-impact carbon projects;
- Facilitate trading of high-integrity carbon credits in global markets; and
- Enable reinvestment of carbon finance into innovation and climate solutions at scale.

The rules set out in this Charter apply to all of WeAct's team members in their daily business practices and behaviours – whether they be permanent, temporary or consultants supporting our operations around the world. WeAct is committed to promoting the principles of this Charter to all its stakeholders and embed them in our relationships with communities, customers, project partners, suppliers, providers and contractors.



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1. PROJECT ENGAGEMENT

1.1. Free, Prior & Informed Consent

WeAct understands critically that Free, Prior and Informed Consent (FPIC) means that consent is:

- free from force, intimidation, manipulation, coercion, or pressure;
- obtained prior to the project starting;
- and obtained after First Nations peoples and traditional/customary landowners (Traditional Owners) are fully informed about the costs, benefits, risks and any other implications of carbon projects, and have the opportunity to seek independent advice.

From the United Nations' September 2007 Declaration on the Rights of Indigenous Peoples (UNDRIP):

- Consultation and cooperation in good faith with Traditional Owners should take place in order to seek free and informed consent prior to the approval of any project affecting their lands or territories and other resources. There is a need to respect and promote the inherent rights of Indigenous peoples, especially their rights to their lands, territories and resources.
- Early, ongoing and respectful engagement with traditional owners should occur as it helps to ensure fair treatment of Traditional Owners, create trust, provide project assurance, mitigate project risk, provide confidence and improve long-term financial outcomes for all parties involved.

WeAct also acknowledges that FPIC is both a process and an outcome. The outcome is the right of Traditional Owners to say 'yes' or 'no' to a carbon project which impacts on their rights, based on comprehensive, accurate, timely, and easy-to-understand information. This is a higher standard than the mere right to be consulted. FPIC is also a decision-making process and a framework for ensuring that project developers properly engage and involve Indigenous people in carbon project decision-making.

It is on this basis that WeAct commits to always undertaking early and meaningful engagement with Traditional Owners and related communities, to ensure that all stakeholders have the opportunity to make a fully informed decision about how to get involved with a carbon project taking place on their land. If such engagement leads, in time, to formal FPIC with signed, written agreements, such agreements are likely to enshrine the rights of Traditional Owners, including:

- Fair and equitable benefits sharing (both financial and non-financial benefits);
- Clear community project governance and ownership and limited partnership with WeAct; and
- Honest and transparent communication regarding project risks, benefits, timelines and responsibilities – and how such things would be managed throughout the project.
- Recourse for review and ongoing engagement with community stakeholders, with inbuilt complaints handling mechanisms.

WeAct's ongoing FPIC interactions throughout the life of a project are aligned with engagement processes outlined below in section *1.2 Community Engagement*.

1.2. Community Engagement

WeAct endeavours to engage early and meaningfully with communities and landholders to ensure they are given enough information to make informed decisions on how they wish to participate in a project.

Community engagement is tied closely to WeAct's FPIC processes, and so early engagement involves climate and carbon market information sharing, general and technical feasibility and then negotiations through to formal agreement and project implementation.

Ongoing communication and information sharing is critical throughout the life of the project, as positive and trusted relationships are required for us to assist stakeholders to participate in the project over a long period.

Such engagement usually follows the below pathway:

- **Early pre-feasibility engagement** that introduce WeAct to communities and landholders, and result in understanding of cultural and community circumstances, and permission given to enter communities for further discussions.
- **Feasibility engagement** interactions where initial formal consent is sought from communities and landholders discover the scope of opportunity related to a potential project.



- **Formal community engagement** to determine how a project might be implemented including benefits sharing models and operational risk management.
- **Formal FPIC Negotiations** that result in a clearly executed agreement on benefits sharing, access to community/land/carbon rights etc, and set out legal requirements for ongoing project engagement.
- **Ongoing project engagement** that include formal engagement structures (planned community meetings, project updates and complaints handling frameworks), and informal interactions (ongoing continuous monitoring, community collaboration and education).

Although only providing coverage for Australian-based projects, WeAct uses the Carbon Market Institute's [Australian Carbon Industry Code of Conduct](#) as a tool to guide implementation of best practice community engagement standards. As outlined below, community engagement is an active process that includes continuous reflection review and improvement.

1.3. Continuous Improvement

Continual improvement is critical to ensure that we meet the requirements of WeAct's organisational strategy as well as the needs of our employees, clients, partners, investors, communities and other stakeholders. We aim to regularly review and improve our strategic capabilities and operations, to ensure:

- the highest possible standards of integrity, transparency and accountability for our operations and projects;
- strong and positive relationships with communities in which we maintain projects to ensure free, prior and informed consent, and positive ongoing stakeholder relationships;
- that the climate action we undertake results in real and additional emissions reductions; and
- we only generate positive impact, beyond the principle of 'no harm'.



2. ACTING IN COMPLIANCE WITH LAWS, REGULATIONS & INTERNAL STANDARDS

WeAct and its employees comply with applicable laws, regulations and company policies that governs its work, including without limitation the antitrust and competition, anti-bribery, and environmental laws of any other country or group of countries which are applicable to WeAct's business. Further details of WeAct's commitments to compliance with laws, regulations and international standards are outlined below.

2.1. Sanctions

All relevant WeAct transactions must comply with and respect applicable national and international laws, conventions and sanctions. Through these national and international regulations certain "Restricted Jurisdictions" and "Restricted Parties" can be determined. Restricted Jurisdiction means any country, state, territory or region against which there are sanctions imposed by Australia. Restricted Parties are those individuals and entities identified on various international prohibited party lists, with whom WeAct may not transact business.

When executing a physical transaction and any related tasks, Personnel need to ensure that they comply with WeAct's KYC policy and undertake all necessary actions and reasonable best efforts to ensure that the purchased or delivered product shall not:

- Be imported from or exported to any Restricted Jurisdiction or involving Restricted Parties; or
- Be sold to or supplied from any natural or legal person in any Restricted Jurisdiction or involving any Restricted Party; or
- Be sold to or supplied from any natural or legal person or entity for the purpose of any commercial activity carried out in or from any such Restricted Jurisdiction or involving Restricted Parties.

When doing KYC we will check to make sure counterparties are not domiciled in sanctioned jurisdictions, nor are restricted parties.

2.2. Anti-Bribery & Anti-Corruption

WeAct is committed to uphold the highest level of honesty, integrity, ethics and legal compliance, and conducts its business in accordance with the ethical standards, including:

- not engaging in corrupt activities, nor to tolerate any such activities among our management, employees, or contractors.
- Acting in a manner that a socially responsible institutional investor would be comfortable with.

To maintain this commitment, WeAct has taken into account the laws, regulations and treaties relevant based upon its location, ownership and operating structure. This Charter therefore prohibits all forms of corruption and bribery including, but not limited to the following.

2.2.1. Corruption

WeAct prohibits the misuse of entrusted power for private gains.

2.2.2. Bribery

WeAct prohibits the offer, receipt, promise or provision of any unjustified rewards or other advantage, whether directly or through intermediaries, to foreign public officials, for that official or for a third party, in order that the official act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage.

2.2.3. Extortion

WeAct prohibits the undertaking of any criminal offense, which occurs when a person either obtains money, property, or services from another through coercion or intimidation or threatens one with physical or reputation harm unless they are paid money, goods or property.

2.2.4. Nepotism

WeAct prohibits favouritism shown to relatives or close friends by those in power (as by giving those jobs or economic benefit).



2.2.5. Fraud

WeAct prohibits the representation of a transaction in a less than completely accurate manner, for economic benefit of an unjustified party or an unjustified amount of economic gain.

2.2.6. Facilitation Payments

WeAct prohibits making payments in order to procure or speed up the provision of a service from a government employee. Our policy makes provisions for these payments to be *legally* paid under the following circumstances if the payments are:

- Made as a reasonable and bona fide expenditure directly;
- Lawful under the written laws of the domestic or foreign official's country; or
- Activities or the execution or performance of a contract with a foreign government (for example, may pay the travel and lodging expenses of an official coming to a demonstration or to sign a contract).

2.2.7. Routine Government Action Payment

Under particular circumstances, certain countries may require payments to foreign officials to expedite or secure performance of routine governmental actions. WeAct makes provision for specific types of payments to be legally paid, which are limited to the following governmental actions:

- Processing governmental papers, such as visas and work orders.
- Providing police protection, mail services, and inspection of goods.
- Providing licenses, permits and other official documents required in order to qualify to do business in a foreign country.
- Providing phone service, power and water supplies, loading and unloading cargo, and protecting perishable goods from deterioration.

In line with the practice of good corporate governance, WeAct is interested in ensuring that all employees are encouraged to raise concerns about potential improprieties in business conducts or other misconducts.

2.3. **Modern Slavery**

Modern Slavery is a crime and violation of human rights and is defined under the Australian Modern Slavery Act 2018 (the Act) as including eight types of serious exploitation:

- trafficking in persons;
- slavery;
- servitude;
- forced marriage;
- forced labour;
- debt bondage;
- deceptive recruiting for labour or services;
- and the worst forms of child labour (situations where children are subjected to slavery or similar practices, or engaged in hazardous work).

WeAct has a zero-tolerance approach to modern slavery, and intend to act ethically, transparently, and with integrity in all business dealings and relationships. Whilst not formally covered by the Act, we are committed to implementing and enforcing effective systems and controls to ensure Modern Slavery is not taking place anywhere within our operations, projects or supply chains.

In this context, WeAct takes a 'beyond baseline' approach, striving to not just meet minimum standards, but actively work to create fair and decent employment, and create positive social and cultural environments that enhance livelihoods for our employees, project partners and communities.

WeAct expects high standards from all of its contractors, suppliers, clients and partners. WeAct's procurement processes will include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and expect suppliers to hold their own suppliers to the same high standards.



3. BEHAVING RESPONSIBLY & WITH INTEGRITY

Being honest, professional and fair in our business dealings is central to our core values. We strive to embed this in our culture and expect this to be practiced in our business conduct. This includes businesses conducted and decisions made by our employees or representatives. We strive to conduct our business dealings with our customers and business partners respectfully and expect our employees/representatives to be equally treated as such.

We strive to ensure that our customers are provided with clear, relevant, and current information on all our products and services so that they can make informed decisions regarding our products and services most suited to their needs.

3.1. Antitrust, Sales Practices & Competitive Information

WeAct is committed to ensuring that its sales and competitive information sharing practices are in line with relevant antitrust conduct laws. WeAct expects that the clients and partners it does business with (including those that WeAct enters into legal agreements with), conduct themselves in the same manner, and will undertake appropriate due diligence required to confirm this.

3.1.1. Antitrust

Antitrust and competition laws prohibit agreements that eliminate, diminish or discourage competition. WeAct is committed to fair and competitive sales practices, and to uphold all applicable antitrust laws. All parties should engage in transactions based on quality, service, price, suitability and other lawful factors. In carrying out its project origination and trading operations, WeAct may enter into legal agreements with entities that may, in other circumstances, be its competitors. Legal advice should always be sought as to these agreements to ensure that they comply with antitrust laws.

Violation of antitrust laws may occur even in the absence of a formal agreement. Under certain circumstances, an agreement may be inferred from conduct, such as the exchange of price information, and from communications among competitors even without an express understanding. Exchanges of some price information are permitted in certain limited circumstances, such as under an appropriate legal agreement. Seek CFO guidance when in doubt.

Otherwise as permitted under an appropriate legal agreement, any communication between competitors concerning problems with any customer or supplier may violate antitrust laws and should be avoided.

Particular care must be taken when you are representing WeAct at meetings of trade associations and industry groups. If discussions stray into potentially anticompetitive matters, you must state that you cannot discuss those issues, and if not rectified immediately leave the meeting and request that your departure be noted in the minutes.

3.1.2. Cartel Conduct

Cartel conduct is considered the most serious form of illegal antitrust conduct. Cartel conduct can be a criminal offence and can result in substantial fines for WeAct and potential imprisonment and fines for employees involved in any cartel conduct. Such cartel conduct could include:

- **Price Fixing:** Agreements among competitors, whether written or oral, which relate to prices are illegal. Such agreements, by themselves, constitute violations of antitrust laws.
- **Bid Rigging:** It is illegal to discuss or agree on terms of bids with competing bidders (for example with competing bidders for a concession). Decisions on whether to bid and the terms of that bid must be made independently. (Note that when WeAct issues a request for bids, it should also be alert to whether the bidders are engaging in any anticompetitive conduct).
- **Information Sharing:** The sharing of commercially sensitive business information with competitors (such as information relating to prices and costs) can amount to illegal cartel conduct and must be avoided unless properly conducted under an appropriate legal agreement.
- **Other Conduct:** Agreeing with competitors to allocate markets (either geographically or by class of customer) or to restrict output will also amount to anticompetitive cartel conduct, as will agreeing with competitors not to supply particular customers or buy from particular suppliers.



3.2. Conflicts of Interest

WeAct maintains that no personal or commercial conflicts exist between individual employees and the interests of the company or its operations. Such conflicts should be disclosed as early as possible so appropriate treatment can be applied. The below non-exhaustive list of potential conflicts includes:

- **Financial interest:** You and your families (including spouse, children or spouse equivalent residing together) own, control or direct a material financial interest in, including lending funds to, a supplier, contractor, competitor, or any business enterprise which does or seeks to do business with WeAct.
- **Outside Directorships:** You serve as a director, officer, partner, consultant or any other role in unaffiliated profit-making organisations if that activity may impair your duty to act in the best interests of WeAct. Directorships in unaffiliated entities require the consent of the CEO.
- **Outside activities:** You or your family volunteer or are employed by any business enterprise of a competitor, customer, or supplier of goods, services or credit to the Company.
- **Personal Relationships:** Arrangements or circumstance, including personal relationships that may compromise your ability to act in the best interest of WeAct. You supervise directly or may be in a position to influence the career of someone with whom you have a personal relationship.
- **Special interest Groups and Political Office:** You wish to seek election or appointment to a political office or become actively involved with a special interest group.

WeAct expects that its clients and partners also ensure their own management of any internal conflicts that might impact their relationship with WeAct or any legal agreement that may be entered into.

3.3. Insider Trading

Involvement in transactions such as acquisition of or investment in a listed company (i.e. a company whose shares are quoted on a stock exchange anywhere in the world for public trading), might lead to employees having access to **“Material Non-Public Information”**. Buying or selling relevant shares on a stock exchange on the basis of such information (privately or on behalf of WeAct) is usually not allowed, although legal definitions vary from country to country. Moreover, it is illegal for you to “tip” off someone else who then buys or sells stock based on the insider information.

Through ongoing business dealings you may become aware of Material Non Public Information relating to WeAct’s listed clients and partners and any shares (**“Insider Information”**). Trading in such shares when you have Insider Information or sharing Insider Information with others (for the avoidance of doubt this includes your family members), is illegal and shall result in severe penalties.

WeAct prohibits employees from using Insider Information for personal gain, such as for purposes of stock trading, or for any other purpose other than the conduct of our business. If you have any doubts when in possession of Insider Information, seek advice from WeAct’s Management Team.

Material Non-Public Information means that the information is not generally available to the normal investor and is likely to be considered important in deciding whether to buy, sell or hold shares. It is also known as **“price sensitive information”** as it would be likely to affect the market price of the share. Examples of information that might be material include (but are not limited to):

- Proposals/agreements for a merger, acquisition, divestiture, or sale/purchase of substantial assets;
- The significant expansion or contraction of operations; or
- The institution of, or a significant development in, litigation or a regulatory proceeding.

3.4. Privacy & Confidentiality

WeAct is committed to privacy and confidentiality, including for employees, clients and partners.

3.4.1. Privacy

Data privacy laws safeguard information about individuals – their personal data. WeAct respects the privacy rights of our staff, customers, suppliers and business partners. We are committed to managing personal data in a professional, lawful and ethical way.

3.4.2. Confidentiality



You may have access to intellectual property, including copyrights, patents, trade secrets, trademarks, ideas, inventions, and processes and know-how, and other information that is non- public, confidential, privileged, or of value to competitors of WeAct or that may be damaging to WeAct if improperly disclosed, as well as to intellectual property and other non-public information of companies with which WeAct does business (collectively “Confidential Information”).

You shall keep Confidential Information always strictly confidential and not disclose Confidential Information to third parties, by whatever means without proper authorization. As a condition of your employment or other engagement with WeAct, you agreed to keep all such information in confidence and never (during your employment/engagement or after) make unauthorised disclosure or remove confidential information from WeAct premises unless consistent with your duties to the WeAct.

3.4.3. Data Management & Controls

WeAct takes reasonable steps to ensure that its private and confidential information, as well as such information of our employees, clients and partners that we hold is kept confidential and secure, including by:

- Having robust and secure record and data filing systems in place;
- taking measures to restrict access to only personnel who need private and confidential information to effectively provide services to you; and
- having appropriate technological and cybersecurity measures in place, including anti-spam and antivirus software, hardware security protocols and firewalls.

In the unlikely event of any data breaches that impact private and confidential information (including financial information), WeAct will implement appropriate response procedures as outlined in section 3.8 Emergency & Crisis Management of this Charter.

3.5. Gifts & Entertainment

In most cultures, constructive relationships with organizations and individuals doing business, or seeking to do business with WeAct may include incidental business meals, gifts and entertainment, including tickets to sporting, recreational or other events, (collectively “**Hospitality**”).

WeAct and its employees commit to exercising good judgment in offering and receiving Hospitality, taking into account pertinent circumstances, including the character of the Hospitality; its purpose; its appearance; the positions of the persons providing and receiving the Hospitality; the business context; the expectation of reciprocity, and applicable laws and social norms.

Under no circumstances may any Hospitality improperly influence or appear to influence business decisions or subject WeAct to any obligation expectation of reciprocity. All Hospitality must be offered and received transparently. WeAct’s Hospitality management and reporting process is as follows:

- All Hospitality must be modest, never lavish or extravagant, and offered and received transparently.
- All Hospitality expenses must be disclosed to WeAct’s Head of Finance & Compliance, and recorded in a Gifts & Entertainment Register. This includes:
 - Any Hospitality with a higher value than AUD 250 must be disclosed and reported via email to WeAct’s Head of Finance & Compliance.
 - Any Hospitality, regardless of value that involves a Public Official, or a friend or relative of a Public Official must be disclosed and reported via email to WeAct’s Head of Finance & Compliance.
- All Hospitality instances recorded in the Register must identify the recipient and donor name, title, organization, business purpose and date, all attendees and any other pertinent data.

3.6. External Communication

All external communication (including oral) with customers, business partners, friends etc. can affect the reputation of WeAct, its employees, clients and partners. We ensure that all our communications comply with the legal requirements as well as with the rules relating to fair and responsible communication as defined by the relevant authorities.



Communication should be lawful, truthful, professional and in good taste. Employees, clients or partners with complaints, concerns or other matters should discuss them with the applicable WeAct Management Team member.

We encourage our partners and the companies that support our projects through investment or trading activities to communicate fairly and responsibly about the activities they carry out with us. Only duly authorised employees may speak on the Company's behalf or post information, images, comments, etc., in connection with the company or its activities in the media or on social media (unless alternative arrangements have been expressly approved by WeAct).

If you are contacted or approached by someone who says they are from the media, you must not engage them in any way or respond to questions about the activities of WeAct. If you are contacted by someone regarding WeAct's activities:

- always insist on finding out who they work for and their contact details.
- refer immediately and without comment, all press and media inquiries to the WeAct Management Team.

3.7. Workplace Health & Safety

WeAct is committed to providing a safe workplace environment where employees are treated with dignity, fairness and respect, including by other WeAct employees, clients and partners. Employees have the right to work in an atmosphere that provides equal employment opportunities and is free of discriminatory practices and illegal harassment. This commitment includes the following.

3.7.1. Equal Opportunity

Neither WeAct nor any employees shall refuse to employ/continue to employ, nor shall they discriminate against any person with regard to employment, term or condition of employment, based on race, national or ethnic origin, color, religion, age, gender (including pregnancy or child-birth) sexual orientation, marital status, family status, and disability, all as defined by the Australian Human Rights Commission Act (1986) or other similar applicable rules.

WeAct takes a 'beyond baseline' approach to equal opportunity within its operations, striving to go beyond minimum standards and actively working to promote diversity in the team. We acknowledge the benefit that real diversity has on governance and operations – and in the outcomes that we create for our team, communities and clients.

3.7.2. Harassment

Any form of illegal harassment or any other conduct that interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment will not be tolerated. Forms of harassment include, but are not limited to, unwelcome verbal or physical advances and sexually, racially, or otherwise derogatory or discriminatory materials, statements, or remarks.

All employees, including supervisors and managers, will be subject to disciplinary action up to and including termination for any act of harassment. Individuals who believe they have been subjected to harassment should immediately report the incident to the applicable member of WeAct's Management Team. All complaints will be promptly and thoroughly investigated (as outlined in section 3.7 *Complaints Handling*).

3.7.3. Drugs & Alcohol

WeAct prohibits the use of illicit drugs, the inappropriate use of alcohol and the misuse of medications at the workplace.



3.8. Emergency & Crisis Management

Internal and external crises may arise unexpectedly and require pre-crisis preparedness, immediate crisis response and post crisis-management. Such crises or disasters may include (but are not limited to) bankruptcies, extreme weather events and increasing climate impacts, political scandals, industrial accidents, terrorism, illness, fraud, data theft, other cybersecurity attacks, force majeure and other unanticipated events.

WeAct's crisis management and response approach is agile and responsive, and on a case-by-case basis will be driven by the following principles:

1. Regular identification of threats and potential crisis events.
2. Establish response team, assess the risk and determine the impact;
3. Plan and implement the response.
4. Communicate the risk, impact, response & outcomes to relevant internal and external stakeholders.

Once immediate risks and impacts have been mitigated, WeAct will work with relevant internal and external stakeholders to prevent any reoccurrences (where possible).

3.9. Complaints Handling

WeAct takes all complaints seriously and commits to being responsive and deal appropriately with employees, clients, partners and other stakeholders in a timely manner. Including via the following process:

- Upon receiving a complaint from a client, stakeholder or other party, WeAct will respond in a timely manner and provide feedback as soon as possible on the expected timeframe for resolution.
- Within 21 days of receipt of the complaint, WeAct will provide the complainant with feedback on the outcome, which may include a request for additional time or information to fully investigate the complaint.
- WeAct will complete its investigation and respond to the complainant no later than 45 days after receiving the original complaint.

Appropriate records of the internal complaint investigation and outcomes are maintained by WeAct for future reference.

This Charter is provided to all new employees when they join the company and is discussed as part of regular internal awareness-raising sessions. It is subject to change over time and will be updated or added to based on changes in our activities.