



## **BUSINESS PARTNER CODE OF CONDUCT**

In case of conflict between the terms of the Agreement and Business Code of Conduct, the latter shall prevail.

### **Business Partner Code of Conduct**

#### **Introduction**

It is the policy of Lamor Corporation (“**Lamor**”) to conduct all business activities in a responsible manner, which assures the health, safety and security of people, preservation of the environment, quality of the products/services and compliance with all applicable health, safety, environmental, security, legal, quality and regulatory requirements in countries where Lamor operates.

This Business Code of Conduct (“**Code**”) reflects and describes the values and principles that Lamor respects and is engaged to comply with. Lamor cooperates with business partners that pledge to comply with the Code described herein, or have already adopted ones of equal or higher standards. Thus, Lamor expects that each of its distributors, wholesalers, resellers, agents, suppliers and their affiliates and relevant business partners, for example but not limited to, their own suppliers and subcontractors (each a “**Business Partner**”), comply with this Code in all their business activities.

#### **1. Legal Compliance**

1.1 The Business Partner shall comply with all applicable laws, rules, and regulations with respect to every country, nation, state, and/or local jurisdiction in which they conduct business.

#### **2. Business Ethics**

##### **2.1 Prohibition of Corruption and Bribery**

2.1.1 The Business Partner acknowledges that Lamor has a zero-tolerance policy towards bribery, corruption, and any activities containing money laundering, and Lamor expects the same from the Business Partner. The Business Partner shall comply with all corruption, anti-bribery, and anti-money laundering laws, rules, regulations or equivalent applicable to either Lamor or to Business Partner.

2.1.2 The Business Partner confirms and agrees that it and its directors, officers, managers, shareholders, employees and any other third party that performs a service on behalf of Business Partner, including but not limited to agents, sub-contractors and other intermediaries shall not offer, give, promise to give, or authorise giving, or solicit, accept or agree to accept to or from any person, including public and private individuals and entities, either directly or indirectly, anything of value, monetary or nonmonetary, without limitation, in order to obtain, influence, induce or reward any improper advantage in connection with a collaboration or any other business transactions involving Business Partner (“**Anti-Corruption Obligation**”).

2.1.3 The Business Partner shall not provide Lamor employees with gifts or hospitality in any situation, where such gifts or hospitality would have an influence or potentially have an influence on employee's decision in relation to the Business Partner ("**Anti-Bribery Obligation**").

2.1.4 The Business Partner shall maintain policies and procedures which are designed and reasonably expected to ensure compliance with both the Anti-Corruption Obligation and the Anti-Bribery Obligation.

2.1.5 The Business Partner represents and warrants that except as otherwise disclosed in writing to Lamor, neither Business Partner nor its directors, officers, managers, shareholders or employees have in the last five (5) Years:

- i) been convicted of any offence involving bribery, corruption or money laundering; or
- ii) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering.

2.1.6 Business Partner shall not offer, pay, or authorise any financial or other advantage to be given:

- i) to any official or employee of any government or political party, political candidates or employees of government enterprises ("**Official**"); or
- ii) to any person who deals with Lamor in connection with its business, for the purpose of: (a) obtaining an improper business advantage, or (b) influencing such Official to take, or not take, any action or decision; or
- iii) inducing such Official to use his/her influence to affect any act or decision of the government.

2.1.7 The Business Partner shall immediately report to Lamor in writing if there occur any changes or violations, including any actual or suspected breach of the obligations described in the Section 2.1.

## 2.2 Prohibited Restraints of Competition

2.2.1 The Business Partner shall commit to fair competition and operate in compliance with all applicable antitrust laws and regulations. The Business Partner undertakes not to participate in any cartel or other restrictive practice prohibited by applicable antitrust laws.

2.2.2 The Business Partner shall immediately report to Lamor in writing if there occur any changes or violations, including any actual or suspected breach of the applicable antitrust laws or regulations.

## 2.3 Conflicts of interests

2.3.1 The Business Partner shall conduct business in an honest and ethical manner and avoid any actual or apparent conflict of interest. A conflict of interest occurs when an individual's private interest interferes in any way with the interests of Lamor. Situations that may involve a conflict of interest include, but are not limited to, having a direct or indirect (including immediate family) substantial economic interest in an entity that transacts business with Lamor or is in competition with it. A conflict of interest may arise when an employee or director takes actions or has interests that potentially make it difficult to perform his or her company work objectively and effectively.

2.3.2 Business Partner shall immediately inform Lamor in case there occur any business operations that involve or may involve conflict of interest.

### **3. Respect for Labour and Human Rights**

3.1 The Business Partner shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights as declared in the UN Universal Declaration of Human Rights, including for example, but not limited to:

- i) not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning any abusive or inhumane treatment of workers;
- ii) comply with all applicable laws with respect to working hours, minimum wages, legally sufficient breaks and rest time, overtime, sick leave and annual holidays, as well as parental leave and other mandatory benefits applicable in location where the work is performed and keep appropriate records of these;
- iii) ensure that all workers have an employment contract that is signed and written in a language that is understandable to them, including information for example about their rights, responsibilities and employment conditions;
- iv) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework;
- v) mitigating or avoiding adverse human rights impacts to communities arising from the Business Partner's activities to the extent practicable.

3.2 Lamor will prioritise appropriate actions to identify, prevent or mitigate adverse human rights impacts in its value chains. Where Lamor identifies adverse human rights impacts, Lamor will engage in appropriate remediation processes by itself or in cooperation with other stakeholders.

### **4. Respect for Safety and Health**

4.1 The Business Partner shall ensure that they provide their employees a safe and healthy working environment, and ensure that relevant machinery, equipment, and processes under the Business Partner's control are free from risk to safety or health and in compliance with all applicable laws and regulations. The Business Partner shall provide its employees with necessary protective clothes and equipment to prevent risk of safety, health, accidents, or any other occurring adverse effects.

4.2 The Business Partner is expected to provide its employees altogether with a safe and healthful work environment, free from harassment (including sexual, racial, or religious harassment), intimidation, or personal behaviour not conducive to a productive work climate. All employees are to be treated with respect.

### **5. Respect for the Environment and Climate**

5.1 The Business Partner shall respect the environment and climate and support a precautionary approach to environmental and climate matters in all its operations. The Business Partner shall have an effective

environmental and climate policy and comply with all environmental and climate laws, regulations, and standards applicable to their operations.

5.2 The Business Partner is expected to diminish its adverse impacts on the environment and climate and continuously improve their procedures to be cleaner and less polluting with respect to the environment and climate.

## **6. Trade Compliance / Sanctions lists**

6.1 The Business Partner shall not, and shall procure that its affiliates or any sub-distributor shall not resell any products to any person, entity or country (a) with whom trade is prohibited under any sanctions lists issued by the United Nations, the EU, the United Kingdom, the United States or under other applicable law, (b) to whom goods of US origin may not be supplied, (c) someone who the Business Partner (or its affiliate or subcontractor, as applicable) knows or suspects will resell directly or indirectly to any person falling within definition in (a) or (b) above, or (d) any person, entity or country otherwise identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by Business Partner is prohibited or restricted.

## **7. Confidentiality and Intellectual Property Rights**

7.1 The Business Partner shall comply with all applicable laws, regulations, and international treaties on intellectual property rights. The Business Partner shall not infringe any intellectual property belonging to Lamor or to third parties.

7.2 The Business Partner respects all Lamor's business information and the confidential nature of business information and does not disclose confidential information to any third parties, unless otherwise agreed ("**Confidential Information**").

7.3 The Business Partner agrees to use Confidential Information only for the purposes agreed between Lamor and the Business Partner, as well as to protect the Confidential Information that belongs to Lamor or its business partners.

## **8. Privacy**

8.1 The Business Partner shall respect every individual's right to privacy. All personal data must be processed according to good data processing practises and in compliance with the applicable legislation.

## **9. Reporting and Breach of the Code**

9.1 The Business Partner shall promptly notify Lamor in case it observes breach of any requirements with respect to the Code.