

SUPPLIER CODE**Original****Polyplex Code of Business Conduct
For Suppliers****I. Purpose**

The purpose of this specification is to express the responsibility placed upon suppliers to agree to Polyplex's Supplier Code of Conduct as listed below. We expect our suppliers to ensure that all companies within their corporate sphere and the sub suppliers involved in the supply of products and/or services to Polyplex comply with the relevant local, national, regional laws, regulations and guidelines of their respective country of operation and the additional requirements set out in the Supplier Code. Where our Code represents a higher standard than the local, national or regional laws, we expect our suppliers to follow this Code. Conversely, when local, national or regional laws are more restrictive than this Code, we expect our suppliers to follow those local, national or regional laws. Any violation of legal requirements or material breach of mandatory demands might lead to immediate termination of the business relation between the Supplier and Polyplex.

II. Polyplex's Supplier Code of Conduct

This Supplier Code of Conduct establishes minimum requirements for our suppliers worldwide. Working together, we can achieve great success by doing the right thing.

- a) **Harassment and Abuse:** Supplier will provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behavior that creates an offensive, hostile, or intimidating environment. Supplier shall provide a work environment in which all individuals are treated with respect and dignity.
- b) **Disciplinary Practices:** Supplier will not use corporal punishment or other forms of mental or physical coercion as a form of discipline.
- c) **Third-Party Representation:** Supplier shall respect the decision of its employees to join and support a union as well as their decision to refrain from doing so where legally permitted.
- d) **No Forced Labor, Slavery and Human Trafficking:** Supplier shall not directly (or indirectly through the use of subcontractors) use any forced or slave labor, and shall not engage in or support, directly or indirectly, human trafficking. Supplier shall respect the freedom of movement of its workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with Supplier, workers should do so voluntarily.
- e) **Child Labor:** Supplier shall not directly (or indirectly through the use of subcontractors) employ any children under 15 years of age unless legal and necessary and unless Supplier complies with the minimum employment age limit defined by national law where the person is working or by International Labor Organization ("ILO") Convention 138, whichever is higher.
- f) **Diversity and Inclusion:** Supplier shall provide equal employment opportunity where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability or any other protected characteristics as established by law. This shall be applicable to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.
- g) **Fair Working Hours and Compensation:** Within the bounds of normal seasonal and other fluctuations in business requirements, Supplier shall (i) maintain a reasonable overall pattern of required working hours and days off for its employees so that total work hours per week do not regularly exceed

industry norms; and (ii) pay fair and timely compensation, including any required premium payments for overtime work.

- h) **Safety and Health:** Supplier shall conduct activities in a manner which ensures a healthy work environment and the safety of its employees. Supplier shall:
- Have a systematic health and safety work, where hazardous conditions have been identified and minimized.
 - Have a system for workers to report health and safety incidents and near-misses, as well as a system to investigate, track, and manage such reports.
 - Implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.
 - Freely provide workers with appropriate workplace health and safety training in their primary language and personal safety equipment. Health and safety related information shall be clearly posted in the facility.
 - Identify and assess potential emergency situations including fire incidents and implement emergency plans and response procedures that minimize harm to life, environment, and property.
 - Identify, evaluate, and control worker exposure to hazardous substances and to tasks that pose ergonomic risk such as excessive force, improper lifting positions, or repetitiveness.
 - Supplier shall integrate this process into the qualification and safeguarding of all new or modified production lines, equipment, tools, and workstations.
 - Provide a safe and hygienic working environment with access to clean toilet facilities and access to drinking water.
- i) **Environment and Sustainability:** Supplier shall work to continuously improve its environmental performance to reduce the environmental impact of its activities.
- Suppliers shall:
- Oblige national laws, regulations and administrative praxis within the country which the partner operates.
 - Follow international environmental agreements and comply with regulations concerning transportation and handling of waste, chemicals and other hazardous material.
 - Measure, monitor and review environmental performance regularly. The supplier should endeavour to make continuous improvements in environmental performance through practicable measures and employ leading practices where possible.
 - Make practical efforts to minimize the use of energy, water and raw materials. Where possible, these should be renewable or sustainably sourced.
 - Consider the environmental credentials and performance of vendors within their own supply chain and require them to operate to a minimum set of standards.
- j) **Business Integrity and Anticorruption:** Supplier shall conduct its business in accordance with applicable laws, rules and regulations and the highest standards of business ethics, honesty, integrity and ethical conduct. Supplier shall not bribe, or offer or give, directly or indirectly, any financial or other advantage to any officer, director, or employee of Polyplex, or anyone acting on its or their behalf, or to a governmental official for, or on behalf of, or at the behest of Polyplex. Supplier shall immediately report to Polyplex any request for (i) a bribe or for any financial or other advantage that Supplier receives from an officer, director or employee of Polyplex or anyone acting on its or their behalf, or (ii) any request by an officer, director or employee of Polyplex or anyone acting on its or their behalf to make a payment to any third-party including government officials. Supplier will promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues.
- k) **Intellectual Property & Information:** The Supplier shall take appropriate steps to safeguard and not infringe any Polyplex confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Polyplex. In

case of sub-contracting, sharing of confidential information should be made only with the consent of Polyplex.

- l) **Prohibition on Insider Trading:** If the Supplier becomes aware of material, non-public information relating to Polyplex or its business, it may not buy or sell Polyplex securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Polyplex customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Polyplex, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.
- m) **Fair Competition Practice:** Supplier shall compete with other suppliers in a fair manner and with integrity. Supplier shall not exchange information or enter into agreements or understandings with competitors, customers or other suppliers in a way that improperly influences the market place or bidding/negotiation process.
- n) **Conflicts of Interest:** Suppliers should not employ or otherwise make payments to any employee of Polyplex during the course of any transaction between the Supplier and the Company. Friendships outside of the course of business are inevitable and acceptable, but Suppliers should take care that any personal relationship is not used to influence any Polyplex employee's business judgment. If a Supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother-or father-in-law, or same or opposite sex domestic partner) to an employee of Polyplex, or if a Supplier has any other relationship with an employee of Polyplex that might represent a conflict of interest, the Supplier should disclose this fact to Polyplex or ensure that the Polyplex employee does so.
- o) **Audit Rights:** Polyplex reserves the right, directly or through third party auditors, to verify Supplier's compliance with this Code of Conduct and, upon request, Supplier shall certify its compliance with this Code of Conduct in writing. Failure to comply with such a request or a violation by Supplier of this Code may result in termination of Supplier's relationship with Polyplex.

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