

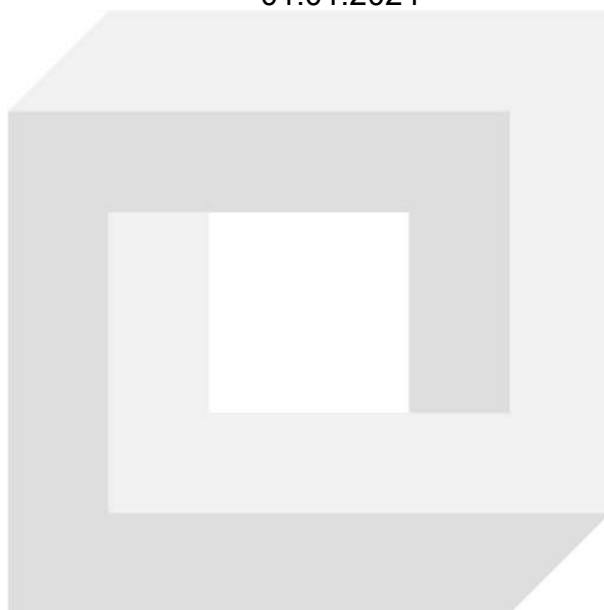


KAMET S.A.

CODE OF CONDUCT FOR SUPPLIERS AND BUSINESS PARTNERS

VERSION: 1.0 / ENG

01.01.2024



KAMET S.A.

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KRS: 0000374967 District Court in Opole, VIII Commercial Division of the National Court Register

1. INTRODUCTION

- 1.1. KAMET S.A. is committed to conducting its business in a manner that is ethical, honest, fair, responsible and compliant with applicable laws and regulations. KAMET S.A. promotes social responsibility amongst its Suppliers and Business Partners (hereinafter “**Partners**”), as well as seeks to cooperate with Partners that respect human rights and operate in compliance with the law, ensure safe and fair working conditions, follow the best standards of ethical conduct and care for the environment.
- 1.2. To reach this goal, KAMET S.A. strives to choose such Partners, which conduct their business in a manner that shows the same level of commitment, as KAMET S.A. puts into its business operations.
- 1.3. To ensure consistency and mutual commitment, KAMET S.A. requires that its Partners – including their employees, representatives, contractors, agents, sub-suppliers – comply with this Code of Conduct for Suppliers and Business Partners (hereinafter “**Code of Conduct**”), which is comprised of rules also followed by KAMET S.A. in its day to day business operations.
- 1.4. KAMET S.A. considers compliance with the requirements set out herein to be essential and crucial to its contractual relationship with its Partners. KAMET S.A. reserves the right to demand from its Partners at any time to self-assess or to undertake an audit of the Partner to monitor the Partner’s compliance with the Code of Conduct, where cooperation and transparency of the Partner is expected. The right to demand self-assessment or to undertake an audit also applies to the Partner’s contractors, agents, business partners and/or sub-suppliers. Any violation detected shall be immediately remedied by the Partner.
- 1.5. In cases, where applicable legal or regulatory requirements may conflict with the rules and terms provided for in the Code of Conduct, Partners shall follow the law while seeking to meet the underlying principles of the Code of Conduct.
- 1.6. KAMET S.A. may, if necessary due to the specificity of the nature of a given project, request the Partner to abide by additional rules and regulations (for example additional safety procedures) in the process of services provision / product delivery. In any case, such rules and regulations will always be firstly presented for review and adoption by the Partner.

2. PRINCIPLE REGULATIONS

- 2.1. Notwithstanding other provisions of the Code of Conduct, the Partners shall be at all times compliant at least with:
 - 2.1.1. the applicable local, as specified in the documents regulating the relevant relationship between KAMET S.A. and the Partner, and international laws;



- 2.1.2. the United Nations' Universal Declaration of Human Rights;
- 2.1.3. the International Labour Organization's Fundamental Conventions;
- 2.1.4. the Organization of Economic Cooperation and Development's Guiding Principles;
- 2.1.5. the Organization of Economic Cooperation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas;
- 2.1.6. the International Chamber of Commerce Rules of Conduct;

3. CORPORATE RESPONSIBILITY

- 3.1. The Partner commits to fully and unconditionally respect and protect human rights under the terms and conditions laid down in the applicable local and international laws.
- 3.2. The Partner is obliged to collect and process any and all personal data in compliance with the relevant laws regarding the personal data protection, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 3.3. Partner shall at all times comply with the applicable laws on the product safety. In particular, the Partner shall observe regulations on safety, packaging and labelling of products.
- 3.4. At any time, the Partner should be able to prove that its products comply with all regulations regarding the use of hazardous substances and in particular the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC.
- 3.5. Notwithstanding any non-disclosure agreements or other agreements, Partner shall at all times keep as confidential any and all information received and obtained in the course of their relationship with KAMET S.A. The confidentiality obligation is subject to duty of certification and the submission of information to authorities in accordance with valid law and regulations, or consent of KAMET S.A.



4. LABOUR

- 4.1. Partner shall comply with the applicable local and international laws in the field of employment. In particular, the Partner hereby commits to ensuring safe, fair and lawful employment of its employees.
- 4.2. Partner's commitment in terms of the employment policy includes in particular obligation to:
 - 4.2.1. prevent any illegal, forced or compulsory labour, including the provisions of the International Labour Organization's Fundamental Conventions nr 29 and 138;
 - 4.2.2. prevent any inappropriate behavior in the workplace;
 - 4.2.3. not employ persons, who have not reached the minimum legal age required, including the provisions of the International Labour Organization's Fundamental Conventions nr 138 and 182;
 - 4.2.4. eliminate discrimination of any kind in respect of employment and/or occupation, including the provisions of the International Labour Organization's Fundamental Conventions nr 100 and 111;
 - 4.2.5. observe the rules on the maximum permissible by law working hours and minimum level of wage, including the provisions of the International Labour Organization's Fundamental Conventions nr 87 and 98;
 - 4.2.6. guarantee the employees' rights to form trade unions and employee representations, as well as have a safety committees with employee representation to manage health and safety issues;
 - 4.2.7. ensure a safe and healthy workplace, including having a system for reporting accidents, near-accidents and unsafe situations;
 - 4.2.8. promote social inclusion.
- 4.3. Partner should implement proper procedures for the use of dangerous substances and materials, as well as other possible safety risks, to ensure safe and healthy working environment for its employees, representatives, contractors, agents and/or subsuppliers. In cases, where the Partner detects any possible abnormal situations at its, KAMET S.A. or its Client site, such situation should be notified to KAMET S.A. immediately.



5. FAIR MARKET CONDUCT

- 5.1. Partner shall unconditionally and absolutely comply with any laws and regulations regarding prevention of corruption, bribery and money laundering.
- 5.2. It is forbidden for the Partner to accept any bribe or kickback, including money, fees, commissions, credits, gifts, favors, or anything of value provided (directly or indirectly) for favorable treatment.
- 5.3. The Partner is obliged to abide by any rules and regulations regarding the competition law. This means amongst other, that the Partner shall not conclude any agreements and/or be a part of any arrangements, which may violate the competition laws, including but not limited to agreements and arrangements regarding:
 - 5.3.1. fixing directly or indirectly of prices and other terms of purchase;
 - 5.3.2. distorting of bidding process;
 - 5.3.3. division of markets for sale or purchase;
 - 5.3.4. restricting or controlling production or sales;
 - 5.3.5. boycotting of a customer or supplier.
- 5.4. Partner should make its business decisions based on its needs, and not the personal needs of its employees, representatives, contractors, agents and/or sub-suppliers. Partner shall aim to avoid any possible conflicts of interest, and in case such conflict of interest could influence its business decision, report such situation accordingly to KAMET S.A. Any decision made by the Partner, on behalf of KAMET S.A., should never be influenced by the Partner's personal relationship with the employees, representatives, contractors, agents and/or sub-suppliers of KAMET S.A.
- 5.5. KAMET S.A. and Partner shall not offer to the employees of the other party and/or third parties any inappropriate – not reasonable, modest, occasional, transparent and/or symbolic – benefits (directly or indirectly) in the form of gifts and hospitality.

6. ENVIRONMENT

- 6.1. Partner shall, at all times, observe and comply with any and all applicable legislation regarding the protection of the environment.



- 6.2.** KAMET S.A. wants to make a contribution to the environment and climate protection, thus expects its Partners to observe the basic principles to protect the environment and make the earth everyday just a bit better place for everyone.
- 6.3.** In order to achieve the goal of contributing to the environment and climate protection, in its day to day business, the Partner should strive and aim to amongst other:
- 6.3.1.** economically use natural resources;
 - 6.3.2.** minimize pollution;
 - 6.3.3.** reduce CO₂ emission;
 - 6.3.4.** implement solutions aimed at preservation of the environment and its natural resources, including implementing suitable environmental management systems;
 - 6.3.5.** limit the production and ensure proper disposal of waste materials;
 - 6.3.6.** avoid use of hazardous substance, where possible;
 - 6.3.7.** promote environment friendly technologies, energy saving and recycling;
 - 6.3.8.** support KAMET S.A. in implementing responsible supply chain.

7. FINAL REMARKS

- 7.1.** If the Partner suspects or observes any violation of the Code of Conduct or other rules and regulations of KAMET S.A., or the law, the Partner should immediately report such situation to the following address for electronic communication: kamet@kametsa.eu.
- 7.2.** The Partner is obliged to transfer the principles of the Code of Conduct on to its subsuppliers and business partners.
- 7.3.** This Code of Conduct constitutes an integral part of any and all agreements and relationship entered into by KAMET S.A. with the Partner.
- 7.4.** Violation of any of the terms or provisions of the Code of Conduct by the Partner, including its subsuppliers or business partners, may be considered by KAMET S.A., as cause to terminate the business relationship with the Partner.



- 7.5. Seeing as the aim of KAMET S.A. is to continuously improve, the Code of Conduct may be subject to amendments from time to time. Each time an amendment shall be introduced, KAMET S.A. will inform the Partner of such situation and provide it with the up to date Code of Conduct.

Being the authorized representative/s of the Partner, after a thorough review of the Code of Conduct, I/We hereby confirm and guarantee that we have fully understood the terms and provisions of the Code of Conduct and that the Partner is in full compliance with the terms and provisions therein.

On behalf of the Partner:

I. Partner name: [_____]

Representative name and last name: [_____]

Position: [_____]

Date: [_____]

Signature: _____

II. Partner name: [_____]

Representative name and last name: [_____]

Position: [_____]

Date: [_____]

Signature: _____

