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**CODE OF ETHICS AND CONTRACT PARTNER STATEMENT OF  
Hanwha Advanced Materials Europe  
(hereinafter „The statement“)**

**1 Introduction and goals**

1. Within the company Hanwha Advanced Material Europe s.r.o., IČO: 28198638, residence Příborská 280, Chlebovice, 739 42 Frýdek-Místek entered in the commercial register kept at the Regional Court in Ostrava under stamp C 32401 (hereinafter, „**Company**“), valid internal guideline S-310 Code of ethics & Social responsibility (hereinafter, „**Code of ethics**“), which is available on the Company’s website here: <https://www.hanwhacz.cz/kontakty/>, and which contains the basic principles of the Company's ethical behavior in carrying out their activities, and which is continuously updated, and with which the Contractual Partner is obliged to become familiar.
2. In its activities, the company is bound by international conventions, in particular the Convention on the Rights of the Child, the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment, Conventions Prohibiting Forced and Compulsory Labor and others, and is committed to acting in an ethical, socially responsible, sustainable manner, and so that it is able to fulfill this vision, it also needs its contractors to commit to fulfilling the basic ethical rules that are key for the Company.
3. The aim of this document is for the Company's contractual partners to undertake to honor its values described in the Code of Ethics, as the Company believes that respecting these basic ethical rules will create a fair business environment that will bring benefits to all parties involved.

**2 Area and scope of use**


1. This Declaration is binding on all contractual partners of the Company, i.e. in particular, these are suppliers and subcontractors of the Company.
2. This Declaration is also binding for those employees of the Company who act on behalf of the Company and conclude contracts with the Company's business partners (in particular with suppliers, subcontractors).

**3 Responsibilities**

1. The Company's contractual partners are obliged to commit to complying with this Declaration at the latest together with the conclusion of a business contract with the Company. The aforementioned is ensured by the employee of the Company who is responsible for concluding the business contract.
2. Employees of the Company to whom this Statement applies will be informed of this Statement by the relevant senior employee immediately after their employment begins. With his signature, the employee confirms that he has familiarized himself with the Statement.

**4 Description**

The Company's contractual partner hereby declares that he has thoroughly familiarized himself with the Company's Contract Partner Statement in its current version and undertakes to comply with it at least for the entire duration of the contractual

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relationship with the Company. In particular, it undertakes the following obligations (which are detailed in the Code of Ethics):

**a) *The company's commitment to anti-discrimination harrasment and sexual harrasment***

In particular, it is unacceptable to treat employees, customers and third parties differently for the reasons listed below:

- 1) *Gender*
- 2) *Sexual orientation*
- 3) *Disability*
- 4) *Age*
- 5) *Race, ethnicity, color of skin and belonging in a national minority*
- 6) *Citizenship or national origin*
- 7) *Religion or beliefs*
- 8) *Language*
- 9) *Social origin, ancestry, property*
- 10) *Political or other views*
- 11) *Other statuses*

**The commitment to diversity, equality, employee**


The contractual partner acts in such a way that all employees feel respected and included, promotes diversity and diversity among its employees and customers.

The contractual partner does not interfere with employees exercising their right to independent thinking and acting or meeting needs in connection with different religious beliefs or other facts that lead to ensuring diversity, equality or inclusion of employees. The contractual partner regularly monitors and evaluates its procedures and practices in the area of diversity, equality, inclusion and takes measures to continuously improve its approach to these issues.

**b) Prohibition of child labor and youth labor principles**

The contractual partner strictly adheres to the principle that no one may be held in slavery or servitude. It does not require anyone to perform forced or compulsory labor. Human trafficking is strictly prohibited. Every employee is in an employment relationship of their own free will. The contractual partner ensures that no employee may be subjected to pressure to remain in employment, for example by withholding their travel document. The contractual partner undertakes not to use debt slavery.

The contractual partner does not employ children in violation of international agreements. The contractual partner is also obliged to comply with the relevant legal regulations governing the minimum age for employment and may not directly or indirectly use child labour. According to international conventions, child labor is any work performed for economic purposes by children under the age of 12, demanding work performed by children aged 12-14 and hazardous work performed by children aged 15-17. The supplier is obliged to ensure that the working hours of persons of school age do not exceed the maximum number of hours set for the training day.

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**c) Basic principles of employment and working hours**

In the matter of working hours, the contractual partner is governed by the effective legal regulations by which the contractual partner is bound, regulating working hours and days off from work.

**d) Employees wages**

The contractual partner ensures that each employee is paid a wage for the work performed, in accordance with the effective legal regulations by which the contractual partner is bound. The contractual partner ensures that it informs the employee before the start of the employment relationship about the conditions of employment and the related salary.

**e) The commitment to occupational health and safety**

The contractual partner ensures a safe and healthy working environment for employees and takes effective measures to prevent accidents and damage to the health of employees.

It ensures that the work environment complies with effective legislation and international agreements in the field of safety, occupational health and fire safety.

The contractual partner evaluates all possible risks for new and expectant mothers, as well as for persons with disabilities, resulting from their work activities and ensures the necessary steps that lead to the elimination or reduction of risks for the health and safety of employees.

The contractual partner ensures proper, effective and regular health and safety training for all employees, in accordance with effective legal regulations to which the contractual partner is bound.

The contractual partner ensures that all employees have the right to leave an imminent danger at work without first asking their manager for permission.

**f) Prohibition of cruel treatment and use of corporal punishment**


The contractual partner does not permit tolerate or support any cruel or inhumane treatment, threats, sexual or other harassment or other forms of intimidation in its workplace, including the use of corporal punishment, psychological or physical violence and verbal abuse of employees.

**g) Freedom of Association and the Right to Collective Bargaining**

The contractual partner respects the right of employees to establish, participate or organize in trade unions at their own discretion and allows employees to bargain collectively in their own interest.

**h) Commitments to environmental protection**

The contractual partner strives to continuously improve its environmental behavior in the business. The Contractual Partner obtains the raw materials and minerals used in the products by controlling its supply chain and implementing due diligence measures in accordance with international agreements for due diligence in responsible supply chains of minerals from conflict-affected areas/high-risk areas.

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**i) Rights to land, forests and water, access to forced evictions and protection of minorities**

The contractual partner respects the rights of local communities to their land, forests and water and deals with them with regard to their interests and needs. It observes and acts in accordance with all effective legal regulations by which it is bound and international standards relating to land, forest and water rights.

**j) Use of Private or Public Security Forces**

In the event of the use of private or public security forces in accordance with the effective legal regulations by which it is bound or international conventions, the Contracting Party shall respect human rights in accordance with the international conventions and effective legal regulations by which it is bound, taking care not to violate basic human rights and freedoms and there was no torture or ill-treatment. The contractual partner will continue to strive for cooperation and communication with public security forces and will support efforts to ensure security and the protection of human rights.

**k) Financial responsibility of the company, accounting and keeping relevant documentation**

The contractual partner maintains accurate and complete records of financial transactions. All financial transactions are properly documented according to the relevant legal regulations. All financial transaction records are accurate and truthful. The contractual partner is regularly audited independently. It also protects information about its financial transactions and ensures that it is secure against loss, theft or misuse.

**l) Conflict of Interest**

The contractual partner regularly performs an analysis of a potential conflict of interest and identifies persons who could be involved in such a conflict, all with the aim of preventing such a conflict.


Contractual Partner is transparent and open about its conflict of interest practices and will provide employees and external stakeholders with sufficient information about its conflict of interest policies and practices.

**m) Combating corruption, money laundering, accepting gifts from the employee's point of view and measures against accepting bribes**

The contractual partner declares zero tolerance for (1.) corrupt practices, (2.) accepting bribes or (3.) giving bribes in any form, and any form of corrupt practices, accepting bribes or giving bribes is prohibited.

**n) The use of social networks employee**

The contractual partner prohibits the use of the employer's working resources for the employee's private purposes, unless such behavior is exceptionally approved in advance.

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Prohibition of unauthorized use of information, protection, of confidential information, intellectual property, protection of personal The  
 contractual partner protects the rights to intellectual property, trade secrets, technical know-how and to the objects of production, which are the basis of the Company's business success. The contractual partner maintains the confidentiality of information related to the contractual relationship with customers and observes the duty of confidentiality towards them, within the scope of effective legal regulations. The contractual partner processes personal data of data subjects in accordance with the GDPR and other effective legal regulations that apply to the contractual partner.

**o) Counterfits**

The contractual partner prohibits the use of counterfeit parts in its chain and complies with the legal regulations regarding counterfeits and takes systemic measures for this purpose. The contractual partner pays increased attention to the selection of reliable suppliers and sets clear requirements for the quality and origin of the delivered goods. The contractual partner ensures that all employees are properly and regularly trained and informed on how to proceed in the event that counterfeit parts are detected in the contractual partner's supply chain.

**p) Control measures for exports, imports and economic sanctions The**


contractual partner complies with the legal regulations by which it is bound and international agreements regarding the import/export of goods and relevant economic sanctions, and implements systemic measures that enable early detection of violations of these standards. The contractual partner undertakes not to export/import any goods to/from countries that are listed on the relevant sanctions lists. The contractual partner has a process for inspecting goods before their import/export to ensure that no goods are imported/exported that could be used for military purposes in violation of legal regulations or could lead to human rights violations. The contractual partner controls all distribution channels through which its goods reach the market so that ethical standards are observed.

**Observance of good manners, rules of economic competition, business practices and fair business dealings**

The contractual partner acts in accordance with good morals, observes the rules of economic competition, business practices and the rules of fair business dealings.

**q) Prevention of criminal activity**

The contractual partner does not tolerate any form of criminal activity on the part of employees related to their work or the performance of their duties, in accordance with the legal regulations to which it is bound and international conventions.

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**5 Final provisions**

1. Violation of this statement by the Company's contractual partner is considered a serious (substantial) breach of the business contract with the Company, from which the Company may draw legal consequences.
2. The company reserves the right to appoint an audit company once a year to check that the contractual partner complies with the rules specified in this Declaration, while the contractual parties mutually agree when such an audit will take place, to which the contractual partner expressly agrees with his signature.

Place \_\_\_\_\_ date \_\_\_\_\_

Company \_\_\_\_\_

\_\_\_\_\_  
(stamp and signature)