

CODE OF CONDUCT FOR THE SUPPLIERS  
OF THE INTROL GROUP

## RECITALS

- 1) Acting in a responsible and professional manner the Company hereby establishes the Code of Conduct for the Suppliers of the Intral Group to guarantee the highest quality of provided services and business co-operation, based on the principles of respect for dignity of the human person, commercial integrity and reliability.
- 2) This Code of Conduct for the Suppliers of the Intral Group sets forth the minimum standards the satisfaction of which the Company expects from the Suppliers.
- 3) The Company obliges each and every Supplier to comply with the rules established under the Code of Conduct for the Suppliers of the Intral Group, and also parent entities of the Supplier, subsidiary entities of the Supplier, and associated entities of the Supplier, as well as the employees and associates of the Supplier, business partners of the Supplier, and sub-contractors of the Supplier, even if the provisions of the Code of Conduct for the Suppliers of the Intral Group are stricter than the regulations of the applicable law. By entering into co-operation with the Company, the Supplier represents that it accepts the provisions of the Code of Conduct for the Suppliers of the Intral Group and undertakes to comply with it.
- 4) **Violation of the provisions of the Code of Conduct for the Suppliers of the Intral Group shall be deemed as a material breach of the provisions of an agreement concluded between the Company and the Supplier or an order awarded to the Supplier by the Company.**

## Article 1

### GENERAL PROVISIONS

#### 1. Definitions.

- 1.1. Whenever the Code of Conduct for the Suppliers of the Intral Group refers to:
  - a) **INTROL** – it shall be understood to mean INTROL S.A.;
  - b) **Group/Group Companies**– they shall be understood to mean INTROL S.A. and its Subsidiaries;

- c) **Subsidiary Company/Subsidiary Companies** – they shall be understood to mean a subsidiary company/companies of Introl S.A., which are referred to in Article 4.1.4) of the Act on the Code of Commercial Companies of 15 September 2000;
- d) **Company** – it shall be understood to mean a company from the Group;
- e) **Code of the Suppliers**– it shall be understood to mean this document;
- f) **Agreement** – it shall be understood to mean from time to time a contract concluded between the Company and the Supplier or an order submitted by the Company and accepted by the Supplier;
- g) **Party and/or Parties** – they shall be understood to mean the Company or the Supplier, respectively or, collectively the Company and the Supplier;
- h) **Polish Law** – it shall be understood to mean provisions of law applicable in the territory of the Republic of Poland, including, in individual, relevant areas of the territory of the Republic of Poland;
- i) **Senior Management**– it shall be understood to mean managing persons in independent positions or heading organisational units of a given Company, who are not members of the management board of such Company, but who report to individual members of the management board of such Company;
- j) **Conflict of Interest**– it shall be understood to mean circumstances known to INTROL or a Subsidiary Company concerning Related Persons, which may affect their conduct in a manner that raises reasonable doubts as to their reliability, impartiality, integrity relating to caring about best interests of INTROL or a Subsidiary Company, including leading to the occurrence of a conflict between an interest of INTROL or of a Subsidiary Company and an interest of a Related Person or the Supplier, and also a conflict between an interest of INTROL and an interest of a Subsidiary Company, and also a conflict between an interest of a Related Person and an interest of the Supplier;
- k) **Related Person** – it shall be understood to mean each of the following persons:
  - 1) shareholders of INTROL or shareholders of a Subsidiary Company, and also persons sitting in the statutory authorities of a shareholder of INTROL or a shareholder of a Subsidiary Company, persons sitting in the statutory authorities of INTROL or a Subsidiary Company, persons who are married, in direct relationship or affinity, secondary relationship or affinity up to the second degree, or who, because of adoption, care, or custody are related to persons sitting in the statutory authorities of INTROL or a Subsidiary Company,

- 2) persons being the members of Senior Management of INTROL or a Subsidiary Company and persons who are married, in direct relationship or affinity, secondary relationship or affinity up to the second degree or who, because of adoption, care, or custody are related to persons being the members of Senior Management of INTROL or a Subsidiary Company,
  - 3) Employee or Associate,
  - 4) persons who are married, in direct relationship or affinity, secondary relationship or affinity up to the second degree or who, because of adoption, care, or custody are related to Employees or Associates;
  - l) **Supplier/Suppliers** – they shall be understood to mean a natural person, a legal person, an organisational unit without corporate existence, who is not a Related Person:
    - 1) who performs services for INTROL or a Subsidiary Company, or seeks to establish co-operation with INTROL or a Subsidiary Company;
    - 2) for which, INTROL or a Subsidiary Company performs services or seeks to establish co-operation;
  - m) **Employee** – it shall be understood to mean a person who has an employment relationship with INTROL or a Subsidiary Company within the meaning of Article 22.1 of the Labour Code;
  - n) **Associate** – it shall be understood to mean each natural person co-operating with INTROL or a Subsidiary Company under a civil law agreement, regardless of a type of the executed contract, time and place of co-operation, type of performed tasks, and form of co-operation;
  - o) **Business Days** – they shall be understood to mean days from Monday to Friday, except for statutory holidays in the territory of the Republic of Poland.
- 1.2. Whenever the Code of the Suppliers refers to the applicable regulations of law, they shall be understood to mean Polish Law and/or regulations of a country in which the Supplier conducts its business activity, respectively.

## 2. Other Provisions.

- 2.1. Within the meaning of the Code of the Suppliers, employees of the Supplier shall be understood to mean natural persons employed by the Supplier under an employment relationship within the meaning of Polish Law and/or within the meaning of regulations of a country in which the Supplier conducts its business activity.

- 2.2. Within the meaning of the Code of the Suppliers, associates of the Suppliers shall be understood to mean both natural persons conducting individually (personally) a business activity, and those not conducting a business activity within the meaning of Polish Law and/or regulations of a country in which the Supplier conducts its business activity, and who perform services for the Company or the Supplier, respectively, or co-operate with those entities under a contract for the provision of services.
- 2.3. Within the meaning of the Code of the Suppliers, representatives of the Supplier shall be understood to mean Employees and/or Associates of the Company and employees and/or associates of the Supplier, respectively.
- 2.4. The provisions of the Code of the Suppliers concerning the rights of employees of the Supplier and the obligations of the Supplier towards employees of the Supplier shall be accordingly applied to associates of the Supplier, taking into consideration of Polish Law and/or regulations of a country in which the Supplier conducts its business activity.

## **Article 2**

### **COMPLIANCE WITH LAW**

#### **1. Polish Law.**

The Supplier shall be obliged to comply with all applicable regulations of law and acts of international law effective in the territory of the Republic of Poland, and, especially, applicable to conducting a business activity, labour law, competition law, environmental protection law, and criminal law.

#### **2. Law of the Supplier's Country.**

Irrespective of Section 1 above, the Supplier shall be obliged to comply with all applicable regulations of law and acts of international law effective in a country where a business activity is conducted by the Supplier, and, especially, applicable to conducting a business activity, labour law, competition law, environmental protection law, and criminal law.

## **Article 3**

### **HUMAN RIGHTS, SOCIAL RIGHTS, AND LABOUR RIGHTS**

#### **1. Respect for Dignity of the Human Person.**

- 1.1. Each Supplier shall be obliged to respect dignity and privacy of each employee and associate of the Supplier.

1.2. Each Supplier shall be especially obliged to discipline its employees and associates for each conduct violating dignity and privacy of other employees and associates.

**2. Hiring Employees.**

2.1. The Supplier shall be obliged to hire its employees under contracts that are legally acceptable for such type of relations.

2.2. In particular, it shall be prohibited to hire employees by omitting the provisions of the Labour Code or other acts of law that apply to hiring, including those that govern hiring of foreigners. The Supplier shall be obliged also to comply with any requirements imposed by law relating to termination of an employment relationship with an employee. In particular, it shall be prohibited to terminate an employment relationship without an explicit reason and without observing statutory notices.

**3. Ban on Forced Labour.**

3.1. It shall be prohibited to hire employees against their will.

3.2. Work by persons put in penal institutions must be performed pursuant to relevant regulations.

**4. Prohibition on Using Child Labour.**

4.1. The Supplier may only hire persons, who, according to the applicable regulations of law and standards of the International Labour Organisation, may be employed because of their age.

4.2. Hiring a minor, who, under law is permitted to work, may not collide in any event with their psychological, physical, and emotional development, and have an adverse impact on their education.

4.3. If the Supplier discovers that a minor has been employed contrary to the requirements that are referred to herein, it shall be obliged to resolve the case as quick as possible, primarily guided by good of such minor.

**5. Discrimination Ban.**

5.1. The Supplier may not discriminate employees and associates because of their sex, age, nationality, religion, sexual orientation, appearance, health, or any other diversity aspect of employees and associates.

5.2. In particular, the Supplier shall be obliged to counteract any indications of mobbing against employees and associates.

**6. Working Time.**

6.1. The Supplier shall be obliged to comply with the applicable regulations of law that concern

working time and holiday.

- 6.2. The Supplier shall also be obliged to comply with the regulations applicable to provision of work in overtime.
- 6.3. Except for instances permitted by law, the Supplier may not demand from an employee to provide work outside their working time.
- 6.4. The Supplier shall be obliged to provide an employee with an appropriate number of breaks for meals and rest, depending on the working time and nature of performed work.
- 6.5. The Supplier shall also respect Polish Law on days off, determining their number in such way that an employee could have a proper rest.

#### **7. Remuneration.**

- 7.1. The Supplier shall be obliged to have decent terms of remuneration in their enterprise, corresponding to the working time, volume, and nature of performed work, provided services, and also the scope of responsibilities of employees and associates.
- 7.2. Remuneration shall be compliant with Polish Law and provide employees and associates with stable and appropriate conditions of existence.

#### **8. Occupational Health and Safety.**

- 8.1. The Supplier shall be obliged to guarantee employees at the place of performance of work secure and safe conditions in accordance with generally applicable regulations of law.
- 8.2. In particular, the Supplier shall be obliged to provide employees with means that mitigate the risk of adverse effects resulting from performed work (e.g. workwear) and conduct appropriate training in occupational health and safety.
- 8.3. The Supplier shall be obliged to conduct from time to time checks and analyses concerning occupational health and safety to constantly improve the quality of occupational health and safety at work.

#### **9. Employee Organisations.**

- 9.1. In compliance with law, the Supplier shall be obliged to allow employees to associate and it shall respect collective rights of employees.
- 9.2. The Supplier shall also be obliged to conduct dialogue with employee organisations and allow them active involvement in developing the working environment.

### **Article 4**

#### **ENVIRONMENTAL PROTECTION**

**1. Compliance with the Regulations on the Natural Environment.**

The Supplier shall be obliged to comply with the applicable regulations of law and international agreements on the environmental protection, especially concerning exploration and utilisation of resources, green gas emissions, and waste management.

**2. Mitigating Environmental Defects.**

2.1. In its business activity, the Supplier shall be obliged to mitigate any adverse effects on the environment relating to its business.

2.2. In its actions, the Supplier shall always be obliged to exercise best efforts to minimise its adverse impact on the environment.

**3. Protection of Natural Resources.**

3.1. Use of natural resources by the Supplier shall be done in an economic way.

3.2. As much as possible, the Supplier shall first use renewable energy sources.

**Article 5**

**BUSINESS ETHICS**

**1. Integrity.**

In its business practice, the Supplier shall be obliged to treat its employees, associates, business partners, and sub-contractors justly and fairly, with respect and dignity.

**2. Licences and Permits.**

If the Supplier conducts a regulated business activity, it shall obtain all required decisions, approvals, permits, authorisations, consents, and licenses.

**3. Code of Business Ethics of the INTRON Group.**

The Supplier shall be obliged to become acquainted with the Code of Business Ethics of the INTRON Group and shall be required to comply with it.

**4. Corruption.**

The Supplier shall be obliged to become acquainted with the Anti-Corruption Procedure of the INTRON Group and shall be required to comply with it.

**5. Sponsoring.**

All sponsoring activities undertaken by the Supplier shall be compliant with the applicable regulations of law and adopted practice.

**6. Conflicts of Interest.**

6.1. The Supplier shall be obliged to counteract occurrence of any Conflicts of Interest.



- 6.2. A conflict between interests of two parties exists when transferring benefits of one of the parties involves or may have an adverse impact on an interest of the other party.
- 6.3. A Conflict of Interest may especially concern relations between:
- 1) an interest of INTROL or a Subsidiary Company and an interest of the Supplier,
  - 2) an interest of a Related Person and an interest of the Supplier.
- 6.4. Especially, the following situations shall be a potential source of a Conflict of Interest:
- 1) probability of obtaining a benefit or avoiding a loss by a Related Person or the Supplier at the expense of INTROL or a Subsidiary Company,
  - 2) actions by INTROL or a Subsidiary Company preferring a given Supplier at the expense of other Suppliers without objective grounds for such preference,
  - 3) convergence of a subject of the business activity conducted by INTROL or a Subsidiary Company with a business activity conducted by the Supplier or a Related Person,
  - 4) a Related Person has received a benefit from the Supplier within the meaning of the Anti-Corruption Procedure of the INTROL Group further to services provided by the Supplier for INTROL or a Subsidiary Company,
- 6.5. Especially, the following situation may be recognised as a Conflict of Interest:
- 1) having family, corporate, and financial connections by a Related Person with Suppliers, including, especially, holding statutory functions in the Supplier's authorities by a Related Person;
  - 2) having possibilities of taking personal decisions by an Employee/Associate in terms of employing at INTROL or in a Subsidiary Company, remunerating, promoting, etc. persons having family, corporate, financial connections with the Supplier;
  - 3) relating to a procedure/order that is run by INTROL or a Subsidiary Company that may distort the correctness of such procedure;
  - 4) using access to data covered by company secrecy of INTROL or a Subsidiary Company by a Related Person contrary to an interest of INTROL or a Subsidiary Company, including provision of such data to an unauthorised Supplier.

## **7. Reliable Documentation.**

In accordance with the applicable regulations of law, the Supplier shall be obliged to maintain accurate and reliable accounting and financial documentation.

## **8. Unfair Competition.**

8.1. The Supplier may not undertake any activities (actions and/or omissions) that in the light of

the applicable regulations of law constitute an act of unfair competition. In particular, it shall be prohibited to fix prices or terms and conditions of transactions with entities competitive towards the Supplier for the purposes of executing and/or performance of the Agreement and execution of agreements by the Supplier that are aimed at dividing markets or business partners of the Supplier or sub-contractors of the Supplier.

8.2. The Supplier shall be obliged not to undertake any talks, actions, or arrangements in any form that could constitute or lead to violation of the principles of fair competition or the occurrence of an act of unfair competition, or which could also constitute a breach of the applicable regulations of law concerning competition protection.

8.3. The Company, and also the Supplier, and their representatives shall not comment on, and make available or exchange confidential commercial information concerning entrepreneurs who are business partners of the Company and, at the same time, are competitors of the Supplier, and also entities conducting a business activity competitive to that of the Company.

#### **9. Confidentiality.**

9.1. Any information that constitutes classified information, enterprise secrecy, or other legally privileged secrets shall be kept fully confidential by the Supplier and its employees, associates, business partners, and sub-contractors.

9.2. The Supplier shall be obliged to keep confidential information that has been directly or indirectly provided by the Company in any form, also the information obtained by the Supplier otherwise in the course of mutual co-operation of the Parties, including, further to execution and performance of the Agreement, which information, directly or indirectly, apply to the Company, entities from the Group, or their business partners.

#### **10. Intellectual Property Protection.**

The Supplier shall exercise best efforts that intellectual property of employees, associates, business partners, and sub-contractors, and also that of third parties is protected within its business activity.

#### **11. Tax Honesty.**

In its business activity, the Supplier shall be obliged to incur any public charges and pay taxes and other public dues in a timely and accurate manner.

#### **12. Whistleblowing (Reporting Irregularities).**

12.1. The Supplier shall be obliged to organise within its enterprise channels for reporting

irregularities by employees and associates of the Supplier (also including in an anonymous form).

12.2. The Supplier shall be required to review each report referred to in Section 11.1. above, and, if necessary, also to undertake explanatory proceedings and remedial actions.

12.3. The Supplier, and also employees and associates of the Supplier shall have the right to use the channels existing in the Group for anonymous reporting irregularities, and especially an on-line form put up on the website at the following address: [www.signalista.introlsa.pl](http://www.signalista.introlsa.pl).

## **Article 6**

### **COMPLIANCE WITH THE CODE OF SUPPLIERS**

#### **1. Contact.**

In the event of doubts as to whether a way of conduct by the Supplier is compliant with the Code of the Suppliers, the Supplier should consult its intended actions with the Company by sending an e-mail message to the following address: [gco@introlsa.pl](mailto:gco@introlsa.pl)

#### **2. Internal Non-Compliance.**

Employees or associates of the Supplier, who have noticed irregularities in actions of the Supplier, employees or associates of the Supplier or business partners of the Supplier or sub-contractors of the Supplier shall be first obliged to use their own internal ways of reporting irregularities.

#### **3. Non-Compliance Concerning the Company.**

Employees or associates of the Supplier who have noticed irregularities in actions of the Company, employees or associates of the Company, or business partners or sub-contractors of the Company shall be obliged to report such irregularity by using an on-line form put up on the website at the following address [www.signalista.introlsa.pl](http://www.signalista.introlsa.pl).

## **Article 7**

### **CONTROL AND EXPIRY OF THE CONTRACT**

#### **1. Control.**

1.1. The Company reserves itself the right to control the Supplier in terms of its compliance with the provisions of the Code of the Suppliers.

1.2. To perform control that is referred to in Section 1.1. above, the Company may appoint an independent auditor to examine specific elements of or the entire business activity of the Supplier in terms of compliance with the provisions of the Code of the Suppliers.

1.3. The Company may also request that the Supplier conducts control of a business activity of its employee, associate, business partner, or sub-contractor whether the conduct of such employee, associate, business partner, or sub-contractor is compliant with the provisions of the Code of the Suppliers.

**2. Obligations of the Supplier.**

If breaches of the practices described in the Code of the Suppliers have been established, the Supplier shall undertake actions aimed at eliminating such breaches.

**3. Rights of the Company.**

Establishment of the re-occurrence of irregularities or failure by the Supplier to take remedial actions again due to breaching of the provisions of the Code of the Supplier may result in termination of the Agreement by the Company with an immediate effect or rescission of the Agreement by the Company.