

MILLOG'S SUPPLIER CODE OF CONDUCT

1. Compliance with Laws and agreements

The Supplier shall comply with all applicable laws and regulations of the countries in which operations are managed or services provided. The Supplier shall in all its operations comply with its agreements with Millog Oy (including but not limited to any Millog subsidiary, affiliate or joint venture) as well as its agreements with any of its business partners and suppliers.

2. Human Rights

The Supplier is expected to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture, in accordance with the relevant International Labor Organization (ILO) Conventions.

A. Child Labor

The Supplier must ensure that illegal child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the minimum working ages defined by the International Labour Organization (ILO).

B. Human Trafficking, including Forced Labour

The Supplier must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which it operates. The Supplier must refrain from violating the rights of others and address any adverse human rights impacts of its operations.

3. Employment Practices

A. Harassment

The Supplier is expected to ensure that its employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

B. Non-discrimination

The Supplier is expected to provide equal employment opportunity to employees and applicants for employment without discrimination.

C. Wage and Benefits

The Supplier must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate.

D. Social dialogue

The Supplier is expected to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty or interference.

The Supplier is also expected to recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

4. Anti-Corruption

A. Anti-Corruption Laws

The Supplier must comply with the anti-corruption laws, directives and regulations that govern operations in the countries in which it conducts business. The Supplier is required to refrain from offering or making any improper payments of money or offering anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety. The Supplier is expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.

B. Illegal Payments

The Supplier shall not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or other parties. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to attempt to exert undue influence or attempted to gain any improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

C. Fraud and Deception

The Supplier shall not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the company, a customer or any third party, and any kind of misappropriation of property.

D. Competition and Anti-Trust

The Supplier shall not fix prices or engage in any bid rigging or competition limiting cooperation with its competitors. It shall not exchange current, recent, or future pricing information with competitors and it shall must refrain from participating in a cartel. The competitor shall comply with all applicable competition legislation.

E. Gifts/Business Courtesies

The Supplier is expected to compete on the merits of its products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, The Supplier must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices.

5. Conflict of Interest

The Supplier is expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. The Supplier is expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises.

6. Maintain Accurate Records

The Supplier is expected to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

7. Information Protection

A. Confidential/Proprietary Information

The Supplier shall properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g. advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

B. Intellectual Property

The Supplier shall comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

C. Information Security

The Supplier shall protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. The Supplier must comply with applicable data privacy laws.

8. Environment, Health, and Safety

The Supplier is further expected to operate in a manner that actively manages risk, conserves natural resources and protects the environment in the communities within which it operates. The Supplier should protect the health, safety, and the welfare of its employees, contractors, visitors and others who may be affected by its activities. Finally, as stated in Section I. "Compliance with Laws" of this Code, The Supplier shall comply with all applicable environmental, health and workplace safety laws and regulations.

9. Global Trade Compliance

A. Import

The Supplier must ensure that its business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

B. Export

The Supplier must ensure that its business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. The Supplier shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

C. Responsible Sourcing of Minerals

The Supplier must comply with applicable laws and regulations regarding Conflict Minerals which include tin, tungsten, tantalum and gold. The Supplier should exercise, as may be directed by law, due diligence on the source and chain of custody of these minerals and therefore at a minimum require the same from their next tier The Supplier.

D. Counterfeit Parts

The Supplier is expected to develop, implement, and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. In addition, The Supplier shall provide notification to recipients of counterfeit product(s) when warranted and exclude them from the delivered product.

10. Violation of the expectations stated herein

In the event that the expectations of this code are not met, the business relationship may be reviewed and corrective action may be pursued subject to the terms of the related procurement contracts.

A. Ethics Policies

Commensurate with the size and nature of their business, the Supplier is expected to establish processes and an ethical code of conduct to ensure compliance with laws and regulations, as well as the expectations expressed within this Supplier Code of Conduct. The Supplier shall implement its own written code of conduct and to flow down its principles to the entities that furnish the Supplier with goods and services.