

Strohm and Business Partners **CODE OF CONDUCT**

Strohm is committed to doing business in a sound and ethical manner, with honesty, fairness and in compliance with all applicable laws.

This Code of Conduct contains an overview of the laws, regulations and international standards that Strohm B.V. ("Strohm") adheres to and the rules that it sets for itself ("Business Principles").

Strohm requires its Business Partners (hereinafter also referred to as "you") to also adhere to the Business Principles set out in this Code of Conduct. By signing this document, you confirm that you will adhere to these Business Principles in all your dealings with or on behalf of Strohm in connection with any contract you have with Strohm.

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For the purpose of this Code of Conduct "Business Partner" means any agent, representative, broker, contractor, consultant, supplier, distributor, or other party with whom Strohm enters into a contract relating to its activities ("Strohm Contract").

Strohm's Business Partners shall require their sub suppliers, subcontractors, subagents subconsultants or any other partners that they enter into a contract with in relation to a Strohm Contract to comply with this Code of Conduct.

If you have any questions or doubts regarding the contents and / or application of this Code of Conduct, you are urged to contact immediately Strohm's Compliance Officer (Finance Director of Strohm).

1. Compliance with law

Compliance with the law, regulations, statutory provisions, self-regulatory codes, ethical integrity and fairness, is a constant commitment and duty for Strohm. Strohm's Business Partners must comply with all applicable rules and regulations. If no rules and/or regulations apply, then Strohm's Business Partners shall work in accordance with industry best practices.

2. Health, safety and security

Strohm is committed to providing a safe and healthy workplace for employees, contractors and other persons to prevent death, injury or ill health.

Strohm's Business Partners are required to have a systematic approach to the management of Health, Safety and Security. In that respect Strohm and its Business Partners shall ensure that they comply with all applicable laws and industry standards relating to safety.

This means, *inter alia* that:

- (i) The work place must be safe;
- (ii) Personnel shall not be exposed to unsafe situations;
- (iii) Personnel shall be supplied with the necessary personal safety equipment;
- (iv) Personnel shall be given the training required for them to do their work safely;
- (v) Personnel shall not work under the influence of drugs or alcohol;
- (vi) Any member of Personnel shall stop his work, or another person's work, if he considers it unsafe;
- (vii) Any accident, injury, illness, or unsafe condition shall be immediately reported by any personnel member.

3. Integrity, conflict of interest and communications

Strohm and its Business Partners shall be honest and have strong moral principles. This means *inter alia* that:

- (i) Directors and employees of Strohm and its Business Partners are to avoid any conflict between their own interests and the interests of Strohm respectively its Business Partner;
- (ii) Directors and employees are to protect the assets of the Business Partner;
- (iii) Directors and employees are to refrain from expressing controversial opinions or other comments on social media;
- (iv) Strohm and its Business Partners shall always communicate in a manner that is appropriate, accurate, complete and not misleading;
- (v) In their communications, Strohm and its Business Partners shall not speculate, exaggerate, mislead, casually talk or joke about sensitive, serious and confidential matters;

4. Confidentiality and personal data

Strohm and its Business Partners shall :

- (i) maintain confidentiality of information entrusted to them;
- (ii) keep confidential the personal data of their directors and employees

Pursuant to article 3(2) of the Regulation (Eu) 2016/679 of the European Parliament and of The Council of 27 April 2016 Protection Regulation ("GDPR") Strohm's and its Business Partners are to adhere to the requirements of the GDPR.

5. Environmental responsibility

Strohm and its Business Partners are committed to protecting the environment. This means *inter alia* that Strohm and its Business Partners shall:

- (i) Not dump waste in the environment;
- (ii) Comply with applicable environmental laws;
- (iii) Have the necessary environmental permits;
- (iv) Minimize waste and pollution;
- (v) Use raw materials, energy, water and other natural resources efficiently;
- (vi) Promptly report any pollution incidents in accordance with applicable law;

6. Quality

Strohm and its Business Partners shall provide high quality products and/or services which, where applicable, shall meet or exceed industry standards and or specifications;

7. Bribery and corruption

7.1. Zero tolerance in respect of bribery

Even an allegation of corruption can seriously damage Strohm and/or its shareholders and/or its personnel. Strohm therefore expects and requires that anyone working for or with it (employees, agents, subcontractors, suppliers and other Business Partners) to avoid even the appearance of any corrupt practice.

Strohm is committed to carrying out business fairly, honestly and openly. Strohm requires its Business Partners to do the same.

Strohm has a zero tolerance policy towards bribery. Strohm requires its Business Partners to do the same.

7.2. Maintaining of records

Strohm and its Business Partners shall maintain proper records to ensure that all transactions are accurately recorded and reported in their books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

7.3. Accepting or offering bribes

Strohm and / or its Business Partners shall not offer, promise or give any type of bribe (in whatever form) to any party.

Strohm and / or its Business Partners shall not request, agree to receive or accept any type of bribe (in whatever form).

7.4. Public officials

Strohm and / or its Business Partners shall not offer, promise or give any type of bribe (in whatever form to any public official in order to obtain or retain business or an advantage in the conduct of business, or for whatever other reason.

A "public official" includes officials, whether elected or appointed, who hold a legislative, administrative or judicial position of any kind of a country or territory. It also includes any person who performs public functions in any branch of the national, local or municipal government of such a country or territory or who exercises a public function for any public agency or public enterprise of such a country or territory, such as professionals working for public health agencies and officers exercising public functions in state-owned enterprises. Foreign public officials can also be an official or agent of a public international organisation, such as the UN or the World Bank. This definition includes relatives and close friends of the public officials.

7.5. Facilitation payments

Facilitation payments are small bribes (i.e. payments with no legal basis) paid to facilitate routine government action. Strohm does not pay facilitation payments and requires its Business Partners to agree not to pay facilitation payments.

7.6. Gifts, hospitality and entertainment

Any hospitality (such as taking a Business Partner out for dinner or drinks or accepting an invitation for dinner or drinks) should reflect a desire to cement good relations and show appreciation. The expenditure must be of a usual and not excessive amount.

Hospitality for public officials must be on behalf of Strohm and cleared with the relevant public body so that it is clear who and what the hospitality is for and must be pre-approved by Strohm's CFO.

No member of Strohm or its Business Partners shall accept any gift, hospitality, entertainment that may influence or be perceived to influence the exercise of their function, or the performance of their duties or their judgement.

All hospitality and entertainment over the value of 100 Euro per person shall be reported to the Strohm's CFO and recorded in Strohm's register of gifts, hospitality and entertainment.

All gifts with a value of more than 40 Euro per item shall be refused; Strohm prefers to receive no gifts.

7.7. Political and charitable donations

Strohm does not involve itself in political matters, nor does it make gifts or donations to political parties.

Strohm could participate in charitable activities. It only makes charitable donations to appropriate charities with the proper permits or registrations.

8. Human rights and labour standards

Strohm adheres to the principles set out in:

- The Universal Declaration of Human Rights;
- The United Nations Guiding Principles on Business and Human Rights;
- The eight fundamental Conventions of the International Labour Organization;

- The Voluntary Principles on Security and Human Rights;
- The United Nations Global Compact;

Infringement of human rights as outlined in these documents must be avoided by Strohm and its Business Partners. This means *inter alia* that:

- (i) Forced labour shall not be used;
- (ii) Child labour shall not be used;
- (iii) Employees shall be paid honest wages;
- (iv) Freedom of association and the effective recognition of the right to collective bargaining shall be respected;
- (v) Working hours of employees shall be in accordance with applicable law and industry standards;
- (vi) Employees shall not be exposed to discrimination or any form of harassment. This includes actions that can reasonably be considered as offensive, intimidating or discriminatory, as well as any form of sexual harassment;
- (vii) Men and women shall have equal rights, wages and opportunities;
- (viii) Strohm and its Business Partners shall be respectful of cultural differences;

9. Consequences of non-compliance with this Code of Conduct

In the event of any breach or alleged breach of this Code of Conduct by a Business Partner ("Defaulting Business Partner"), Strohm will suspend its contract or contracts with the Defaulting Business Partner and investigate the (alleged) breach.

In the event that Strohm determines that the Defaulting Business Partner did indeed commit a material breach of this Code of Conduct, Strohm may, at its sole discretion,

- (i) Terminate its contract or contracts with the Defaulting Business Partner for default; or
- (ii) Require the Defaulting Business Partner to remove the individual or individuals who committed the breach from the project and replace that individual or those individuals within 24 hours.

COMPLIANCE

We confirm to comply with the Business Principles provided in this Code.

Name :

Function :

Company :

Signature _____