

APPROVED BY
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IMMER Group
Supplier Code of Conduct

Kyiv

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1 PURPOSE AND SCOPE

1.1. IMMER Group is a participant of the United Nations Global Compact and takes an active part in the efforts of the international community to strengthen ethical and social standards of doing business.

1.2. The Supplier Code of Conduct (the “Code”) sets out our expectations for Suppliers and underlines the commitment of IMMER Group to achieve high standards of fairness, ethical conduct and responsibility in all scopes of doing business.

1.3. The Code shall be applicable for all Suppliers of goods, works and services, including subcontractors. Suppliers are expected to comply with the Code’s provisions and to bring the principles contained herein to the notice of their respective direct suppliers.

1.4. IMMER Group adheres to all provisions herein and equally expects compliance thereof by its Suppliers.

2 DEFINITIONS AND ABBREVIATIONS

UN – the United Nations.

Supplier – any legal entity or individual, including private entrepreneur, legally capable of providing goods, works and services to IMMER Group. For the purposes of the present Code, the “Supplier” shall also mean contractors, providers of services and so on.

3 SUPPLIER CODE OF CONDUCT

3.1 Social Accountability

3.1.1. Human Rights

IMMER Group expects its Suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses (ref. Universal Declaration of Human Rights).

3.1.2. No Harassment, Harsh or Inhumane Treatment

IMMER Group expects its Suppliers to create and maintain an environment that treats all employees with dignity and respect and that they will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

3.1.3. Freedom of Association and Collective Bargaining

IMMER Group expects its Suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.

3.1.4. Forced or Compulsory Labour

IMMER Group expects its Suppliers to stand against forced or compulsory labour in all its forms (debt bondage, slavery, bonded labour or forced labour of convicts).

3.1.5. Child Labour

IMMER Group expects its Suppliers not to use child labour all along the supply chain (not to hire employees below the minimum age of employment permitted by the law

of the country or countries where the performance, in whole or in part, of a contract takes place).

3.1.6. Discrimination

IMMER Group expects its Suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place, including those relating to recruitment, promotion, training, remuneration and benefits.

3.1.7. Wages, Working Hours and Other Conditions of Work

IMMER Group expects its Suppliers to ensure compliance with all applicable laws and regulations governing wages and working hours, including those stipulating minimum salary as well as other payments provided for by law.

3.1.8. Health and Safety

For health and safety of Suppliers' employees, IMMER Group expects its Suppliers to ensure:

- reliability and safety of the workplaces, machinery, equipment and processes under their control;
- application of appropriate measures of protection as related to chemical, physical and biological substances and agents under their control;
- adequate protective clothing and protective equipment to prevent risk of accidents or of adverse effects to health.

3.2 Environmental Responsibility

3.2.1. Environment

IMMER Group expects its Suppliers to have effective environmental policies and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

3.2.2. Chemical and Hazardous Materials

IMMER Group expects its Suppliers to identify chemical and other materials posing a hazard and manage their use in order to ensure their safe handling, movement, storage, recycling or reuse and disposal.

3.2.3. Wastewater and Solid Waste

IMMER Group expects its Suppliers to ensure monitoring, control and relevant treatment (prior to discharge or disposal) for wastewater and solid waste generated from operations, industrial processes and sanitation facilities.

3.2.4. Air Emissions

IMMER Group expects its Suppliers to pursue minimization of air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and

combustion by-products generated from operations, and to ensure relevant characterization, monitoring, control and treatment thereof as required prior to discharge or disposal.

3.2.5. Minimize Waste, Maximize Recycling

IMMER Group expects its Suppliers to strive for minimization of waste of all water and energy resources, as well as for reduction of all types of waste by way of elimination at the source or by modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

3.3 Anti-Corruption

3.3.1. Corruption

IMMER Group expects its Suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, (including, but not limited to, extortion, fraud, or bribery).

IMMER Group expects its Suppliers not to practice tax evasion or financial statement fraud.

3.3.2. Conflict of Interest

Suppliers of IMMER Group are expected to disclose to it any situation that may appear as a conflict of interest, and disclose to it if any IMMER Group official may have a personal interest of any kind in the Supplier's business or any kind of ties with the Supplier, which may influence the objectivity and impartiality of decisions to be taken, as well as actions/omissions during performance of their functions.

3.3.3. Gifts and Hospitality

IMMER Group has a “zero tolerance” policy and finds inadmissible the acceptance of any type of gift or any offer of hospitality, which may have reputational risk for IMMER Group and other persons in case of disclosure of information on such gifts and entertainment costs.

IMMER Group expects its Suppliers not to effect illegal payments, offer bribes/kickbacks or accept gifts, services or entertainment, which constitute concealed payment for a service, action (omission), connivance, protection, granting of rights, taking of a particular decision on a transaction, agreement, permit and so on, or an attempt to have an impact on the receiver for another illegal or unethical purpose or facilitation of doing business with IMMER Group.

3.3.4. Fair Competition

IMMER Group is committed to fair competition and adheres to all applicable Fair Trading Laws.

IMMER Group expects its Suppliers to carry out their activities in compliance with applicable anti-trust legislation and to avoid actions and agreements, which unlawfully restrict trade or competition (including fixing of prices, or colluding with competitors for bid rigging, or allocating customers and markets among competitors).

4 FINAL PROVISIONS

Suppliers are requested to ask their questions on the Code, or to communicate of any violations of ethical standards and business conduct by IMMER Group employees or of

corruption or other breaches of law, via IMMER Group Trust Line:

- tel. 0 800 300 445 (toll free in Ukraine);
- tel. 807 07 777 (toll free in Latvia);
- email trustline@immer.group;
- by mail marked “Trust Line” at: IMMER Ukrplastic, 1 Sverstiuka (M. Raskovoi) str., Kyiv, 02002

5 REFERENCES

Anti-Corruption Policy of IMMER Group

UN Supplier Code of Conduct Rev.06 — December 2017

The Ten Principles of the UN Global Compact (in English)

<https://www.unglobalcompact.org/what-is-gc/mission/principles>