



## GUIDE TO WORKING WITH FRONERI

### **Purpose and Objective**

Froneri recognises that its success is built on a commitment both to providing products to the highest standards of quality and a premier customer experience, but also striving to act with the highest standards of integrity, honesty and ethical conduct in the way we do business.

To ensure that we achieve this, Froneri strives only to do business with professional, well-governed third parties, in whatever capacity, whose standards and values are consistent with our own and who operate in a way that does not threaten to damage Froneri, its customers or its reputation.

While you are responsible for ensuring that your own business operates in compliance with applicable laws and standards of business conduct, this Guide to Working with Froneri (the "Guide") sets out our expectations of you as a third party working with us.

This Guide supplements the terms of your contract with Froneri but is not intended to override any rights reserved by Froneri under that agreement. To ensure the standards expected are maintained, Froneri reserves the right to audit or review your compliance with this Guide during the course of our relationship.

### **Section 1 – Business Integrity & Compliance with Laws**

#### **Anti-Bribery, Corruption**

Froneri is committed to running its business free from bribery and unlawful, unethical or fraudulent activity. As a third party working with Froneri, you must never directly or through a third-party offer, give, promise or accept anything of value in order to obtain or retain a business or other advantage from a government official or employee, any customer, any Froneri employee or any other person.

You must ensure compliance with all applicable local and international anti-corruption laws (including the UK Bribery Act) and ensure that your personnel and other persons working on your behalf are aware of and take all necessary steps to comply with such laws and regulations.

#### **Fraud and Financial Crime**

Any act or intended act of fraud (including theft, misuse of business property, forging invoices or other documentation etc.) is equally incompatible with Froneri's values and culture and won't be tolerated. You shall not in any circumstances engage in any fraudulent behaviour. You are responsible for making sure you account properly for any tax relating to your business and for complying with relevant taxation laws (e.g. the Criminal Finances Act 2017 of the UK).

#### **Fair Competition**

Froneri is committed to free and open competition and to competing honestly while ensuring compliance with all relevant competition laws wherever we do business. We expect you to treat compliance with relevant competition laws with equal importance. You must maintain robust and fair competition practices and provide suitable training to your workforce to ensure that they act in accordance with these laws at all times.



In particular, you must not:

- propose or enter into any agreement with Froneri or any competitor to fix prices, margins, terms and conditions or to divide up any markets or customers;
- propose or enter into any agreement with Froneri or any other party, which would restrict your freedom to set the prices at which you sell Froneri products or the customers to whom you can sell; or
- exchange sensitive information with competitors about us or provide us with information about our competitors (including; pricing, costs, production data, market data, sales territories, distribution channels, customer lists or other non-public business information).

#### Confidentiality and Intellectual Property

We treat our confidential information and intellectual property as one of our most valuable business assets. As a third party working with Froneri, you must respect the confidential information and intellectual property of Froneri and of others that you work with.

You will take steps to protect Froneri confidential information, only use it as directed and in accordance with your contract with Froneri and not disclose any Froneri confidential information to any third party without Froneri's consent.

You will only use Froneri intellectual property (such as trade secrets, copyrights, patents and trademarks) as permitted under the terms of your contract with Froneri and take actions to avoid infringing the intellectual property rights of other third parties.

If you become aware of any misuse of Froneri confidential information or intellectual property rights by a third party, you should take steps to notify Froneri appropriately.

#### Data Privacy and Information Security

You must comply with all applicable data protection laws and ensure that security measures are in place to protect any confidential information and/or personal data you encounter when working with Froneri. You will provide details of your information security measures to us on our request and will notify us immediately if you think Froneri's information has been compromised.

For the purposes of our relationship with you we may collect, store and use personal data related to each other's representatives or employees (e.g. name, email address, telephone number) to enable us to perform the terms of our agreement. You will be responsible for informing your own representatives or employees of the processing of their personal data in this regard and meeting your legal obligations under data protection laws.

If either we or you, process personal data on behalf of the other, then you will enter into a data processing agreement with Froneri to regulate this processing at our request.

#### Conflict of Interest

Froneri takes conflicts of interests very seriously and understands that business decisions should not be influenced by personal interests or relationships.

You should identify and avoid any actual or potential conflicts of interest between your personal interests and the interests of Froneri and report to Froneri any situation that might appear to be a conflict of interest. For example, a Froneri employee having an ownership interest in your business or your business being owned by a relative of a Froneri employee.



### Export control and trade restrictions

Froneri is committed to compliance with applicable laws and regulations that govern the importing and exporting of goods, services technologies and information. You are required to comply with all applicable laws and regulations that restrict trade with and export to certain countries, individuals or organisations. In particular you will not without the prior authorisation of Froneri, transfer, sell, supply or make available any Froneri products either directly or indirectly, with restricted or sanctioned countries according to UK, EU or US sanctions laws or local laws applicable in individual territories (including without limit, Cuba, Iran, North Korea, Russia, Sudan, Syria or the Crimea, Donetsk, Luhansk and Sevastopol regions of Ukraine) or with any sanctioned individual or organisation (such as EU/US listed sanctions targets).

### Money Laundering/Financing of Criminal Activity

You will comply with applicable anti-money laundering and anti-terrorism laws. You will take steps to prevent inadvertent use of business resources for these purposes and shall monitor any unusual or suspicious activities or transactions. These may include attempted payments in cash or from unusual financing sources or attempts to evade recordkeeping or reporting requirements.

## **Section 2 – Human Rights, Labour Rights and Environmental Standards**

### Human Rights and Modern Slavery

Froneri respects all human rights and is committed to compliance with global standards and applicable laws and regulations, including the UK Modern Slavery Act of 2015, to support human rights. You will follow all applicable laws and regulations that promote and protect the rights of workers, in particular:

- All labour must be voluntary. You must not participate in, or benefit from, the use of forced or compulsory labour, debt bondage or human trafficking in any form. You must not benefit from the use of child labour.
- Comply with applicable laws, industry standards and relevant collective agreements including in relation to wages, working hours, breaks, holidays, leave and compensation.
- Not base recruitment, remuneration or any other employment-based decisions on characteristics not related to merit or job requirements and protect employees from harassment in the workplace.
- Respect the right of all employees to form and join a trade union.
- Workers should have safe and healthy working conditions that meet or exceed the applicable standards for occupational safety and health.

### Employment Practices

You will only employ workers who are legally authorised to work in your facilities and will validate employees' eligibility to work through appropriate documentation. To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.

### Workplace Health & Safety

You will provide workers with a safe and healthy working environment. As a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation, and personal protective equipment; in addition, facilities must be constructed and maintained all in accordance with the standards set by the applicable national laws and regulations.

### Environmental Standards

Froneri requires that the third parties it works with identify and meet all relevant environmental legal and regulatory requirements including maintenance of all applicable licences, registrations and



permits applicable to and related to their business.

You must evaluate the environmental performance of your business activities and demonstrate a continuous commitment to minimising the environmental impact of your business.

### **Whistleblowing**

You and your personnel may report suspected breaches of this Guide by contacting Froneri's anonymous whistleblowing line: **00 800 72332255**.

### **Consequences of Non-Compliance**

Failure to observe this Guide may be reported to your management for their attention and potential corrective action. Non-compliance may also be considered a material breach of your contract and lead to termination of your agreement with immediate effect or other actions including damages, in relation to which Froneri reserves all its rights.

Thank you for your co-operation.